

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Patent and Trademark Assignments of Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Confluence Outdoor, LLC		01/03/2018	Limited Liability Company: DELAWARE
Papa Hana, LLC		01/03/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Garrison Loan Agency Services, LLC, as AGent
Street Address:	1290 Avenue of the Americas, Suite 914
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4121955	BOARDWORKS
Registration Number:	4415671	WAKESUP
Registration Number:	4228872	SHUBU SHOW UP & BLOW UP
Registration Number:	4121904	SHUBU
Registration Number:	3575812	BOARDFISHER
Registration Number:	4712248	WE LIVE WATER
Registration Number:	4121954	
Serial Number:	87543626	THE WORLD'S MOST COMFORTABLE KAYAKS
Serial Number:	87543621	WILDY
Serial Number:	87657174	CRNT
Serial Number:	87657182	FROTH!

CORRESPONDENCE DATA

Fax Number: 6175236850

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com, tyson.wanjura@hklaw.com

TRADEMARK

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	01/04/2018
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Total Attachments: 6

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SUPPLEMENT TO
PATENT AND TRADEMARK ASSIGNMENTS OF SECURITY

January 3, 2018

WHEREAS, CONFLUENCE OUTDOOR, LLC, a Delaware limited liability company (the "Borrower"), CONFLUENCE ACQUISITION, LLC, a Delaware limited liability company ("Parent"), CONFLUENCE OUTDOOR CANADA ULC (formerly known as 0999657 B.C. Unlimited Liability Company), an unlimited liability company established under laws of the province of British Columbia ("Confluence Canada"), PAPA HANA, LLC, a California limited liability company ("Papa Hana") (each of Parent, Confluence Canada and Papa Hana, a "Guarantor" and collectively, the "Guarantors"), has adopted, used and is using the intellectual property in the attached Schedule A (collectively, the "Patents and Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A;

WHEREAS, Borrower and Guarantors are obligated to Garrison Loan Agency Services LLC ("GLAS") and certain lenders (collectively, "Lenders") and GLAS as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of April 18, 2014, among Agent, Lenders, Borrower and Guarantors and the other credit parties named therein, as amended by that certain Consent and Amendment No. 1 to Loan and Security Agreement, dated as of December 26, 2014, that certain Consent, Joinder and Amendment No. 2 to Loan and Security Agreement, dated as of December 31, 2014, that certain Amendment No. 3 to Loan and Security Agreement, dated as of September 28, 2015, that certain Waiver and Amendment No. 6 [sic] to Loan and Security Agreement dated as of June 30, 2016, that certain Waiver and Amendment No. 5 to Loan and Security Agreement dated as February 3, 2017, and that certain Waiver and Amendment No. 6 to Loan and Security Agreement dated as of the date hereof (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), (ii) a certain Amended and Restated Trademark Collateral Security Agreement, dated December 31, 2014, made by Papa Hana and Borrower in favor of Agent for its benefit and the ratable benefit of Lenders (the "Trademark Agreement") and (iii) a certain Patent Collateral Security Agreement, dated April 18, 2014, made by Borrower in favor of Agent for its benefit and the ratable benefit of Lenders (the "Patent Agreement", and together with the Loan Agreement and the Trademark Agreement, as each agreement may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower and Guarantors have granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Patents and Marks, the goodwill of the business symbolized by the Patent and Marks (if applicable), and the registrations and applications therefor.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Papa Hana do hereby further assign unto Agent for its benefit and for the ratable benefit of Lenders, and further grant to Agent for its benefit and for the ratable benefit of Lenders, a security interest in and to the Patents and Marks, together with the goodwill of the business symbolized by the Patents and Marks (if applicable), and registrations and applications therefor, which assignment and security interest shall further secure all the

Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


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Borrower and Papa Hana expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements and further agrees that (i) the Patents and Marks to the extent patents or patent applications shall be deemed part of the "Collateral" under the Patent Agreement and (ii) the Patents and Marks to the extent trademarks shall be deemed part of the "Collateral" under the Trademark Agreement.

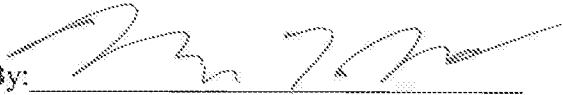
CONFLUENCE OUTDOOR, LLC

By: 
Name: Ann Kim Chung
Title: Secretary

PAPA HANA, LLC

By: 
Name: Ann Kim Chung
Title: Secretary

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

By: 

Name:

Titles:

Michael Butler
Secretary

SCHEDULE A

Schedule A to a Supplement to Patent and Trademark Assignments of Security by and among CONFLUENCE OUTDOOR, LLC, PAPA HANA, LLC and GARRISON LOAN AGENCY SERVICES LLC, as Agent.

Patents:

	Title	Pat. No.	App. No.	Country	Filing Date
1.	STACKABLE STANDUP PADDLEBOARDS		62/501,145	US	5/4/2017
2.	KAYAK WITH ACCESSORY RECEIVER		15/664,632	US	7/31/2017
3.	WATERCRAFT		15/664,644	US	7/31/2017
4.	FISHING ROD HOLDER		29/615,098	US	8/25/2017
5.	ELEVATED KAYAK SEAT	9586658		US	4/17/2015

Trademarks:

	Mark	App. No.	Reg. No.	Country	Filing Date	Status
1.	BOARDWORKS		4121955	US		Registered
2.	WAKESUP		4415671	US		Registered
3.	SHUBU SHOW UP & BLOW UP		4228872	US		Registered
4.	SHUBU		4121904	US		Registered
5.	BOARDFISHER		3575812	US		Registered
6.	WE LIVE WATER		4712248	US		Registered
7.	Boardworks logo: The mark consists of two ocean waves, one being upside-down and facing the opposite direction of the other wave. Color is not claimed as a feature of the mark		4121954	US		Registered

8.	THE WORLD'S MOST COMFORTABLE KAYAKS	87/543626	Pending	US	Pending	Pending
9.	WILDY	87/543621	Pending	US	Pending	Pending
10.	CRNT	87/657174	Pending	US	Pending	Pending
11.	FROTH!	87/657182	Pending	US	Pending	Pending

Schedule A