

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BD North American Holdings, LLC		12/13/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4988254	SKINOURISHMENT	
Registration Number:	4997015	CLIMBON	
Registration Number:	4988564	RIDICULOUS!	
Registration Number:	5479505	RIDICULOUSLY GOOD SKIN CARE	
Registration Number:	4671457	CROSSFIXE	
Registration Number:	5289606	THERAPY IN A BOTTLE	
Registration Number:	5204476	POLYN	
Registration Number:	5204477	POLYN	
Registration Number:	5221874	100% PLANT BASED	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>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.</i>			
Phone:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	066397.05.0641		

CH \$240.00 4988254

NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	12/20/2018
Total Attachments: 6 source=Clarus - Confirmatory Grant of Security Interest in Trademarks#page1.tif source=Clarus - Confirmatory Grant of Security Interest in Trademarks#page2.tif source=Clarus - Confirmatory Grant of Security Interest in Trademarks#page3.tif source=Clarus - Confirmatory Grant of Security Interest in Trademarks#page4.tif source=Clarus - Confirmatory Grant of Security Interest in Trademarks#page5.tif source=Clarus - Confirmatory Grant of Security Interest in Trademarks#page6.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of December 13, 2018, by and between **BD NORTH AMERICAN HOLDINGS, LLC**, a Delaware limited liability company (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 27, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Clarus Corporation, a Delaware corporation (the “Company”), Black Diamond Equipment, Ltd., a Delaware Corporation (“Black Diamond”), Sierra Bullets, L.L.C., a Delaware limited liability company (“Sierra”), and Black Diamond Retail, Inc., a Delaware corporation (“BDR”, and together with the Company, Black Diamond and Sierra, collectively, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto from time to time, and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of June 27, 2018 (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follow:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Loan Parties to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Loan Parties.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Confirmatory Grant shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of this Confirmatory Grant by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Confirmatory Grant. This Confirmatory Grant is a Loan Document.

7. **CHOICE OF LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

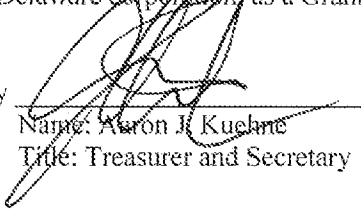
8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

BD NORTH AMERICAN HOLDINGS, LLC,
a Delaware corporation, as a Grantor

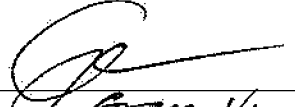
By


Name: Aaron J. Kuchne
Title: Treasurer and Secretary

Signature page to Confirmatory Grant of Security Interest in Trademarks

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.


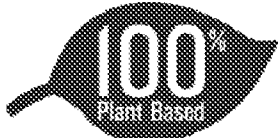
By: 
Name: Grace Vu
Title: Authorized Signer

Signature page to Confirmatory Grant of Security Interest in Trademarks

456128v2

TRADEMARK
REEL: 006504 FRAME: 0418

SCHEDULE I
to
CONFIRMATORY GRANT

Trademark	Registration No.	Registration Date
SKINOURISHMENT	4,988,254	6/28/2016
CLIMBON	4,997,015	7/12/2016
RIDICULOUS!	4,988,564	6/28/2016
RIDICULOUSLY GOOD SKIN CARE	5,479,505	5/29/2018
CROSSFIXE	4,671,457	1/13/2015
THERAPY IN A BOTTLE	5,289,606	9/19/2017
POLYN	5,204,476	5/16/2017
	5,204,477	5/16/2017
	5,221,874	6/13/2017