

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM502887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAVO SPORTS		08/31/2017	Corporation: CALIFORNIA
ONE INDUSTRIES CORP.		08/31/2017	Corporation: DELAWARE
BRAVO PRO-TEC CORP.		08/31/2017	Corporation: DELAWARE
BRAVO SECTOR 9, LLC		08/31/2017	Limited Liability Company: DELAWARE
VARIFLEX, INC.		08/31/2017	Corporation: DELAWARE
NUTCASE, INC.		08/31/2017	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5576087	MAPLE SKATEBOARDS	
Registration Number:	3026269	SUNLINE	
Registration Number:	5575572	FREERIDE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.556		

OP \$90.00 5576087

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	12/20/2018
Total Attachments: 12 source=Bravo Trademark Security Agreement (supplement)#page1.tif source=Bravo Trademark Security Agreement (supplement)#page2.tif source=Bravo Trademark Security Agreement (supplement)#page3.tif source=Bravo Trademark Security Agreement (supplement)#page4.tif source=Bravo Trademark Security Agreement (supplement)#page5.tif source=Bravo Trademark Security Agreement (supplement)#page6.tif source=Bravo Trademark Security Agreement (supplement)#page7.tif source=Bravo Trademark Security Agreement (supplement)#page8.tif source=Bravo Trademark Security Agreement (supplement)#page9.tif source=Bravo Trademark Security Agreement (supplement)#page10.tif source=Bravo Trademark Security Agreement (supplement)#page11.tif source=Bravo Trademark Security Agreement (supplement)#page12.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of August 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally as "Grantors", each individually, a "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **TRANSOM BRAVO HOLDINGS CORP.**, a Delaware corporation ("Parent"), **BRAVO SPORTS**, a California corporation ("Bravo Sports"), **ONE INDUSTRIES CORP.**, a Delaware corporation ("One Industries"), **BRAVO PRO-TEC CORP.**, a Delaware corporation ("Bravo Pro-Tec"), **BRAVO SECTOR 9, LLC**, a Delaware limited liability company ("Sector 9"), **VARIFLEX, INC.**, a Delaware corporation ("Variflex"), **VALENCIA SPORT GROUP, INC.**, a Delaware corporation ("Valencia"), and **NUTCASE, INC.**, an Oregon corporation ("Nutcase"), and together with Parent, Bravo Sports, One Industries, Bravo Pro-Tec, Sector 9, Variflex, Valencia and any other Person that becomes a party to the Credit Agreement as a "Borrower" in accordance with its terms, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective permitted successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Agent, for the benefit each member of the

Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

all of its Trademarks including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property 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 Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND 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 Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BRAVO SPORTS, a California corporation, as a Grantor

By: [Signature]
Name: Russell Roenick
Title: Vice President

ONE INDUSTRIES CORP., a Delaware corporation, as a Grantor

By: [Signature]
Name: Russell Roenick
Title: Vice President

BRAVO PRO-TEC CORP., a Delaware corporation, as a Grantor

By: [Signature]
Name: Russell Roenick
Title: Vice President

BRAVO SECTOR 9, LLC, a Delaware limited liability company, as a Grantor

By: [Signature]
Name: Russell Roenick
Title: Vice President

VARIFLEX, INC., a Delaware corporation, as a Grantor

By: [Signature]
Name: Russell Roenick
Title: Vice President

NUTCASE, INC., an Oregon corporation, as a Grantor

By: [Signature]
Name: Russell Roenick
Title: Vice President

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association, as Agent

By: 

Name:

Nicholas P. Ly

Title:

Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

1. Grantors own the following pending United States trademark applications for

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
SECTOR 9	86716951	Registered	4950238	05/03/16	Bravo Sector 9, LLC
RAD RIDER APPROVED DESIGNS	85795314	Registered	4632956	11/04/14	Bravo Sector 9, LLC
SECTOR 9	85482018	Registered	4377198	07/30/13	Bravo Sector 9, LLC
SECTOR 9	85481996	Registered	4358723	06/25/13	Bravo Sector 9, LLC
FREERIDE SKATEBOARDS ...	85204514	Registered	4113866	03/20/12	Bravo Sector 9, LLC
SECTOR 9	78747411	Registered	3271725	07/31/07	Bravo Sector 9, LLC
9	77440826	Registered	3530654	11/11/08	Bravo Sector 9, LLC
SECTOR 9	77440821	Registered	3530653	11/11/08	Bravo Sector 9, LLC
SECTOR 9	75292607	Registered	2139267	02/24/98	Bravo Sector 9, LLC
GULL WING	73112285	Registered	1072316	08/30/77	Bravo Sector 9, LLC
PRO-TEC	78280512	Registered	3308080	10/09/07	Bravo Pro-Tec Corp.
PRO-TEC	78280508	Registered	3161507	10/24/06	Bravo Pro-Tec Corp.
PRO-TEC	78275626	Registered	3308076	10/09/07	Bravo Pro-Tec Corp.
PRO-TEC	78275619	Registered	3308075	10/09/07	Bravo Pro-Tec Corp.

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
PRO-TEC	78275607	Registered	3308074	10/09/07	Bravo Pro-Tec Corp.
PRO-TEC	78273437	Registered	3161505	10/24/06	Bravo Pro-Tec Corp.
PRO-TEC	78270035	Registered	3161503	10/24/16	Bravo Pro-Tec Corp.
PRO-TEC	78270032	Registered	3308071	10/09/07	Bravo Pro-Tec Corp.
PRO-TEC	77960275	Registered	3899187	01/04/11	Bravo Pro-Tec Corp.
NUTCASE METRORIDE	86330323	Registered	4819235	09/22/15	Nutcase, Inc.
BABY NUTTY	86328780	Registered	4809878	09/08/15	Nutcase, Inc.
NUTCASE	78981321	Registered	3753403	02/23/10	Nutcase, Inc.
NUTCASE	78975905	Registered	2974662	07/19/05	Nutcase, Inc.
None (Design only)	78774363	Registered	3326979	10/30/07	Nutcase, Inc.
THE MOST FUN A HELMET EVER HAD	77010550	Registered	3250342	06/12/07	Nutcase, Inc.
LITTLE NUTTY	77416542	Registered	3787892	05/11/10	Nutcase, Inc.
I LOVE MY BRAIN	77010572	Registered	3389427	02/26/08	Nutcase, Inc.
PLAYWHEELS	86460669	Pending – Application filed 11/20/14	NA	NA	Bravo Sports
PLAYWHEELS	86552283	Registered	5176946	04/04/17	Bravo Sports
MAPLE	86414653	Registered	4739042	05/19/15	Bravo Sports

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
P SAFE START PULSE PERFORMANCE PRODUCTS	86260048	Registered	4786913	08/04/15	Bravo Sports
PULSE SAFE START	86260003	Registered	4786912	08/04/15	Bravo Sports
BLACKTOP 360	85976467	Registered	4147968	05/22/12	Bravo Sports
KRYPTONICS TORPEDO	85759367	Registered	4350153	06/11/13	Bravo Sports
SATELLITE	78945255	Registered	3624827	05/19/09	Bravo Sports
HYPER	78213106	Registered	3298664	09/25/07	Bravo Sports
PULSE PERFORMANCE PRODUCTS	77228548	Registered	3644158	06/23/09	Bravo Sports
KICK 'N GO	77134751	Registered	3481491	08/05/08	Bravo Sports
KRYPTO	76369365	Registered	2811331	02/03/04	Bravo Sports
KRYPTONICS	76215746	Registered	2504646	11/06/01	Bravo Sports
FACTOR X	76122805	Registered	2485171	09/04/01	Bravo Sports
TRUE	75350086	Registered	2210631	12/15/98	Bravo Sports
BSB SPEED BEARINGS	75089401	Registered	2098320	09/16/97	Bravo Sports
BSB SPEED BEARINGS	75089400	Registered	2149711	04/07/98	Bravo Sports
BSB SPEED BEARINGS	75089021	Registered	2102246	09/30/97	Bravo Sports
BSB SPEED BEARINGS	75088924	Registered	2098315	09/16/97	Bravo Sports

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
HYPER	73671312	Registered	1477002	02/16/88	Bravo Sports
KRYPTONICS	73131041	Registered	1109423	12/19/78	Bravo Sports
SENATE WHEEL CO	75186635	Registered	2168439	06/23/98	Bravo Sports
SENATE WHEEL CO	75186636	Registered	2168440	06/23/98	Bravo Sports
KUZAK	75191831	Registered	2166952	06/23/98	Bravo Sports
661	85982917	Registered	4646057	11/25/14	One Industries Corp.
None (Design only)	78409661	Registered	2946193	05/03/05	One Industries Corp.
ONE	78409589	Registered	2970422	07/19/05	One Industries Corp.
ONE	76517568	Registered	2894616	10/19/04	One Industries Corp.
ONE	76517567	Registered	2894615	10/19/14	One Industries Corp.
ONE	76517566	Registered	2894614	10/19/04	One Industries Corp.
ONE INDUSTRIES	76517565	Registered	2894613	10/19/04	One Industries Corp.
ONE INDUSTRIES	76517564	Registered	2907713	12/07/04	One Industries Corp.
None (Design only)	76517562	Registered	2831710	04/13/04	One Industries Corp.
None (Design only)	76517561	Registered	2842641	05/18/04	One Industries Corp.
None (Design only)	76517560	Registered	2831709	04/13/04	One Industries Corp.

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
ONE INDUSTRIES	76453592	Registered	2846003	05/25/04	One Industries Corp.
661 SIX SIX ONE	76063807	Registered	2560143	04/09/02	One Industries Corp.
TECHNO FLEX	75929553	Registered	2421471	01/16/01	One Industries Corp.
ONE INDUSTRIES	75130707	Registered	2122400	12/16/97	One Industries Corp.
ONE INDUSTRIES	75130706	Registered	2122399	12/16/97	One Industries Corp.
ONE INDUSTRIES	75130705	Registered	2126304	12/30/97	One Industries Corp.
STATIC	74623585	Registered	2012653	10/29/96	Variflex, Inc.
VARIFLEX	73547349	Registered	1382488	02/11/86	Variflex, Inc.
VARIFLEX	73655792	Registered	1478845	03/01/88	Variflex, Inc.

SUPPLEMENT to SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
MAPLE SKATEBOARDS	86420324	Registered	5576087	10/02/2018	Bravo Sports
SUNLINE	76625867	Registered	3026269	12/13/2005	Bravo Sports
FREERIDE	87812954	Registered	5575572	10/02/2018	Bravo Sector 9, LLC