

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shock Doctor, Inc.		08/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88164130	GRIP THE GREATNESS	
<b>Serial Number:</b>	87756926	MUTANT	
<b>Serial Number:</b>	87517725	SHOCK WASH	
<b>Serial Number:</b>	87312077	TRUE ICE	
<b>Serial Number:</b>	87250458	RUN LACES	
<b>Serial Number:</b>	87169413	NATHAN	
<b>Serial Number:</b>	87169437	NATHAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105565361		
<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>			
<b>Phone:</b>	(310)203-7178		
<b>Email:</b>	kchoi@irell.com		
<b>Correspondent Name:</b>	Irell & Manella LLP, Attn. K. Choi		
<b>Address Line 1:</b>	1800 Avenue of the Stars, Ste. 900		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Kirstin Choi		
<b>SIGNATURE:</b>	/s/ Kirstin Choi		
<b>DATE SIGNED:</b>	08/22/2019		

OP \$190.00 88164130

**Total Attachments: 5**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2019, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Cortland Capital Market Services LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 22, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Shock Doctor, Inc., a Delaware corporation (“**Borrower**”), Shock Doctor Intermediate, LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of April 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower;

WHEREAS, pursuant to the Guaranty and Security Agreement, certain Grantors executed and delivered that certain Second Lien Trademark Security Agreement dated as of April 22, 2015, in favor of Ares Capital Corporation as the initial administrative agent under the Credit Agreement with respect to Trademark Collateral (as defined therein);

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Successor Agent Agreement dated as of May 14, 2019, Ares Capital Corporation resigned as the initial administrative agent under the Credit Agreement and the Required Lenders appointed Cortland Capital Market Services LLC as the successor Administrative Agent; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement with respect to additional Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

a. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

b. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- hereto;
- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1
  - (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

c. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

d. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

e. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

f. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SHOCK DOCTOR, INC.**


By Kevin Johnson  
Name: Kevin Johnson  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**CORTLAND CAPITAL MARKET SERVICES LLC,**  
as Administrative Agent

By                       
Name: Jon Kirschmeier  
Title: Associate Counsel

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Owner	Mark	Status	App No	App Date	Reg No	Reg Date
Shock Doctor, Inc.	GRIP THE GREATNESS	Pending	88164130	10/22/18	N/A	N/A
Shock Doctor, Inc.	MUTANT	Registered	87756926	1/16/18	5711084	3/26/19
Shock Doctor, Inc.	SHOCK WASH	Registered	87517725	7/6/17	5370147	1/2/18
Shock Doctor, Inc.	TRUE ICE	Registered	87312077	1/24/17	5596395	10/30/18
Shock Doctor, Inc.	RUN LACES	Registered	87250458	11/29/16	5293172	9/19/17
Shock Doctor, Inc.	NATHAN	Registered	87169413	9/13/16	5195068	5/2/17
Shock Doctor, Inc.		Registered	87169437	9/13/16	5332904	11/14/17