

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONFLUENCE OUTDOOR INC.		04/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. DEARBORN, FLOOR L2		
Internal Address:	IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	88118832		
Registration Number:	5734055		
Registration Number:	5601666	HELIX MD	
Registration Number:	4712481		
Registration Number:	5590650	HELIX PD	
Registration Number:	4752501	DURAWEAVE	
Registration Number:	4154754	WILDERNESS SYSTEMS	
Registration Number:	4289140	AT	
Registration Number:	3115913	HARMONY	
Registration Number:	3533689	PHASE 3	
Registration Number:	2773982	HARMONY	
Registration Number:	2512108	ADVENTURE TECHNOLOGY	
Registration Number:	2876635		
Registration Number:	2516462		
Registration Number:	2516461		
Registration Number:	2151856	DAGGER	
Registration Number:	2158103	WILDERNESS SYSTEMS	
Registration Number:	2214393	MAINSTREAM	
TRADEMARK			

OP \$790.00 88118832

Property Type	Number	Word Mark
Registration Number:	2035561	
Registration Number:	1270592	PERCEPTION
Registration Number:	1478617	MAD RIVER CANOE
Registration Number:	1478616	
Registration Number:	1272456	
Serial Number:	87657182	FROTH!
Registration Number:	4712248	WE LIVE WATER
Registration Number:	4121904	SHUBU
Registration Number:	4415671	WAKESUP
Registration Number:	4121955	BOARDWORKS
Registration Number:	4121954	
Registration Number:	3471913	
Registration Number:	4528354	BOMBER GEAR

CORRESPONDENCE DATA

Fax Number: 2125215450

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: 212-549-4664

Email: cnye@reedsmith.com

Correspondent Name: DANIEL M. PHILION, REED SMITH LLP

Address Line 1: 599 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER: DANIEL M. PHILION

SIGNATURE: /Daniel M. Philion/

DATE SIGNED: 05/11/2020

Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of April 14, 2020, is made by and between Confluence Outdoor Inc., a Delaware corporation ("Debtor"), having a business location at the address set forth below next to its signature, and JPMorgan Chase Bank, N.A. ("Lender"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Lender are parties to (i) a Credit Agreement dated as of March 18, 2020 (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtor and (ii) a Security Agreement dated as of March 18, 2020 (as amended, , amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

B. As a condition to extending credit to or for the account of Debtor, Lender has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents (as defined in the Credit Agreement) and herein, the parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth below:

"Patent and Trademark Collateral" means all of Debtor's Patents and Trademarks and all products and proceeds thereof.

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Lender a continuing security interest (the "Security Interest") in the Patent and Trademark Collateral to secure the Obligations (as defined in the Credit Agreement). This Agreement grants only the Security Interest

herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Patent and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Lender and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Lender to exercise any right, remedy, or option under this Agreement, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Lender under this Agreement shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender shall be deemed a continuing waiver. All notices to be given to Debtor or Lender under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This 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 Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

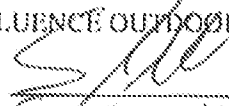
(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF

THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS
PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER
JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

CONFLUENCE OUTDOOR INC.

By: 
Name: Stephanie Adams
Title: Assistant Secretary

JPMORGAN CHASE BANK, N.A.

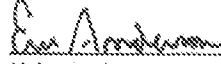
By: 
Name: Eric Anderson
Title: Authorized Officer

EXHIBIT A

UNITED STATES ISSUED PATENTS

Patent Number	Application Number	Title	Country / Jurisdiction	Status	Date Granted	Expiration Date ¹
9586658	14/689,824	ELEVATED KAYAK SEAT	United States	Granted	03/07/2017	04/17/2035
9242703	14/227,935	HEIGHT-ADJUSTABLE SEAT FOR WATERCRAFT	United States	Granted	01/26/2016	03/27/2034
9359055	14/452,174	COMPOSITE PADDLES	United States	Granted	06/07/2016	08/05/2034
8235760	12/846,713	PADDLE WITH SELECTABLE BLADE ANGLE	United States	Granted	08/07/2012	07/29/2030
5820424	08/729,956	ERGONOMICALLY IMPROVED KAYAK PADDLE	United States	Granted	10/13/1998	10/15/2016
6644233	10/033,295	ADJUSTABLE THIGH BRACE	United States	Granted	11/11/2003	12/27/2020
6612252	10/066,525	COMBINATION	United	Granted	09/02/2003	10/28/2019




¹ Patents are subject to periodic maintenance processes and maintenance fees to maintain patent rights. Unless these processes and fees are maintained, the patent will expire. These requirements differ from country to country. The dates shown for expiration are estimates based upon the assumption that the appropriate maintenance processes and fees are made. Further, the patent may be subject to extension and/or terminal disclaimers that affect the term a patent can be enforced. While reasonable efforts have been made to include all relevant information in calculating the expiration dates, extension and/or disclaimers should be reviewed on a patent by patent situation to confirm the exact expiration date.

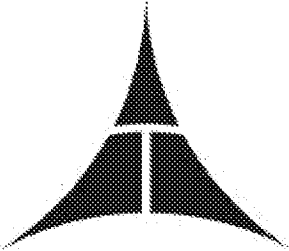

Patent Number	Application Number	Title	Country / Jurisdiction	Status	Date Granted	Expiration Date ¹
		REMOTE ADJUST FOOT BRACE AND RUDDER CONTROL	States			
6736084	09/863,015	ADJUSTABLE SEAT FOR WATERCRAFT	United States	Granted	05/18/2004	05/22/2021
5544613	08/514,453	FOOTREST FOR BOATS	United States	Granted	08/13/1996	08/11/2015
9914519	15/198,903	PROPULSION SYSTEM FOR A WATERCRAFT	United States	Granted	03/13/2018	06/30/2036
	2974943	The Kayak With Accessory Receiver	Canada	Pending		
10202176	15/664,632	KAYAK WITH ACCESSORY RECEIVER	United States	Granted	02/12/2019	07/31/2037
2974942	2974942	Watercraft	Canada	Granted	01/31/2019	08/01/2037
10214267	15/664,644	WATERCRAFT	United States	Granted	02/26/2019	07/31/2037
D852316	29/615,098	FISHING ROD HOLDER	United States	Granted	06/25/2019	06/25/2034
9511826	14/689,839	KAYAK HAVING RECONFIGURABLE CENTER STAGING	United States	Granted	12/06/2016	04/17/2035

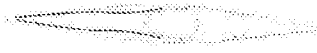



EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND
COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Registration / Serial No	Mark	Country / Jurisdiction	Registration / Application Date	Status
88118832		United States	September 16, 2018	Pending
5734055		United States	April 23, 2019	Registered
5601666 (Intl. 1308351)	HELIX MD	United States	November 6, 2018	Registered
4712481		United States	March 31, 2015	Registered
5590650	HELIX PD	United States	October 23,	Registered

Registration / Serial No	Mark	Country / Jurisdiction	Registration / Application Date	Status
(Intl. 1307980)			2018	
4752501	DURAWEAVE	United States	June 9, 2015	Registered
4154754	WILDERNESS SYSTEMS	United States	June 5, 2012	Registered
4289140		United States	February 12, 2013	Registered
3115913	HARMONY	United States	July 18, 2006	Registered
3533689	PHASE 3	United States	November 18, 2008	Registered
2773982	HARMONY	United States	October 14, 2003	Registered
2512108	ADVENTURE TECHNOLOGY	United States	November 27, 2001	Registered
2876635		United States	August 24, 2004	Registered

Registration / Serial No	Mark	Country / Jurisdiction	Registration / Application Date	Status
2516462		United States	December 11, 2001	Registered
2516461		United States	December 11, 2001	Registered
2151856	DAGGER	United States	April 21, 1998	Registered
2158103	WILDERNESS SYSTEMS	United States	May 19, 1998	Registered
2214393	MAINSTREAM	United States	December 29, 1998	Registered
2035561		United States	February 4, 1997	Registered
1270592	PERCEPTION	United States	March 20, 1984	Registered
1478617	Mad River Canoe	United States	March 1, 1988	Registered
1478616		United States	March 1, 1988	Registered

Registration / Serial No	Mark	Country / Jurisdiction	Registration / Application Date	Status
1272456		United States	April 3, 1984	Registered
87657182	FROTH!	United States	October 24, 2017	Pending
4712248	WE LIVE WATER	United States	March 31, 2015	Registered
4121904	SHUBU	United States	April 3, 2012	Registered
4415671	WAKESUP	United States	October 8, 2013	Registered
4121955	BOARDWORKS	United States	April 3, 2012	Registered
4121954		United States	April 3, 2012	Registered
3471913		United States	July 22, 2008	Registered
4528354	BOMBER GEAR	United States	May 13, 2014	Registered



Serial No	Registration No.	Mark	Country	Registration / Application Date ²
1416549	1416549	BOMBER GEAR	Australia	2011-03-24
1415527	1415527	DAGGER	Australia	2011-03-22
1308351	1796551	HELIX MD	Australia	2016-06-30
1307980	1795006	HELIX PD	Australia	2016-06-30
438995	438995	PERCEPTION	Australia	1986-01-09
1788872	TMA1,020,319	HELIX MD	Canada	2019-04-30
1593030	TMA880226	BOMBER GEAR	Canada	2014-06-16
642695	TMA 380,439	Design (Smoking Rabbit)	Canada	1991-02-22
1,788,870	TMA1,020,340	HELIX PD	Canada	2019-04-30
642693	TMA387973	MAD RIVER CANOE (stylized)	Canada	1991-08-23
1,931,016		Ocean Waves Design	Canada	--
1495871	TMA870073	BOARDWORKS	Canada	2014-01-28

² These dates are as reported by the WIPO Public IP Portal and are subject to the accuracy and completeness of the WIPO Global Database. Borrower makes no guarantees, warranties or representation as the accurate or completeness of these dates.

Serial No	Registration No.	Mark	Country	Registration / Application Date ²
		SURF		
842200	850105	PERCEPTION	Chile	2009-05-20
7329412	7329412	DAGGER	China	
7329414	7329414	MAD RIVER CANOE	China	
7329415	7329415	PERCEPTION	China	
7074191	7074191	WILDERNESS SYSTEMS	China	
		Wave Design	China	
		Smoking Rabbit Design	China	
		Kayak/Canoe Design	China	
27348170	27348170	BOARDWORKS	China	2018-11-14
27348171	27348171	BOARDWORKS	China	2018-12-28
27348169	27348169	BOARDWORKS	China	2018-11-14
009837873	009837873	BOMBER GEAR	European Union	2011-09-02
M66605	008826232	Design (Smoking Rabbit)	European Union	2010-07-13

Serial No	Registration No.	Mark	Country	Registration / Application Date ²
008826331	008826331	MAD RIVER CANOE	European Union	2010-07-13
2196442	002196442	WILDERNESS SYSTEMS	European Union	2002-07-16
017994236	017994236		European Union	2019-05-22
017383985	017383985	BOARDWORKS	European Union	2018-02-20
INP1775510	1337412	PERCEPTION	France	1986-01-09
P33480/12 Wz	1101331	PERCEPTION	Germany	1987-01-15
M66609	DE1172096	MAD RIVER CANOE	Germany ³	1991-02-18
A0059927	1308351	HELIX MD	Japan	30.06.2016
A0059926	1307980	HELIX PD	Japan	30.06.2016
2011-023258	5464450	BOMBER GEAR	Japan	2012.1.20
2000-121524	4562005	PERCEPTION	Japan	2002.4.19
2019-035188		WILDERNESS	Japan	

³ This registration is in the name of Confluence Holdings Corp. the registration needs to be updated to reflect the proper ownership in Confluence Outdoor LLC.

Serial No	Registration No.	Mark	Country	Registration / Application Date ²
		SYSTEMS		
2019-035192		Smoking Rabbit Design Logo	Japan	
2019-035190		MAD RIVER CANOE	Japan	
2000-102000	T4465948	WAVE SPORT	Japan	2001-4-6
T2015-99485	T6113880		Japan	2019-1-11
2019-035191			Japan	2019-03-08
	2019-35189	DAGGER	Japan	2019-03-08
163112	163112	PERCEPTION	New Zealand	1991-03-26