

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579222

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maurice Acquisition SPE, LLC		01/06/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC BANK USA, as Administrative Agent for the Lenders
<b>Street Address:</b>	120 S. LASALLE STREET
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: ILLINOIS

## PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4150605	SHORELINE MARINE
Registration Number:	4151691	SHORELINE MARINE
Registration Number:	3926538	CORDCRAFT
Registration Number:	5205312	PROPEL PADDLE GEAR BY SHORELINE MARINE
Registration Number:	5125877	PROPEL PADDLE GEAR BY SHORELINE MARINE
Registration Number:	3064875	SILVERLAKE
Registration Number:	5509535	BLACK BEARD
Registration Number:	3586998	BLAZE
Registration Number:	3700058	CELSIUS
Registration Number:	5638700	MUTINY
Registration Number:	4342304	R2F
Registration Number:	2206337	TROPHY TAMER
Registration Number:	1285361	BLACK BEAUTY
Registration Number:	2956463	CALYPSO
Registration Number:	2352062	CEDAR KEY
Registration Number:	3887569	COMPETITOR
Registration Number:	1934021	CRYSTAL RIVER
Registration Number:	2038152	CRYSTAL RIVER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1150539	DANCO
Registration Number:	1171455	DANIELSON
Registration Number:	1669010	ECLIPSE
Registration Number:	1926560	ENVIROQUEST
Registration Number:	4828417	HAZE
Registration Number:	1808532	HURRICANE
Registration Number:	2094449	INVISIBLE LEADER
Registration Number:	2468426	MATZUO AMERICA
Registration Number:	1705160	MICROLITE
Registration Number:	2324514	READY2FISH
Registration Number:	4540100	RIP-N ROLL
Registration Number:	2416810	ROYAL COACHMAN
Registration Number:	2980537	SICKLE
Registration Number:	1934913	SOUTH BEND
Registration Number:	3190665	SOUTH BEND
Registration Number:	3090603	TOTAL TACKLE
Serial Number:	88420492	VAULTX
Registration Number:	2692908	WALLEYES ONLY
Registration Number:	5329300	WORM GEAR
Registration Number:	3909066	ZEN SERIES
Registration Number:	2534848	ZING TAIL
Registration Number:	0520150	SOUTH BEND

**CORRESPONDENCE DATA**

Fax Number: 9198216800

*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: 9198216785

Email: efrongello@smithlaw.com

Correspondent Name: Eva Gullick Frongello

Address Line 1: P.O. Box 2611

Address Line 4: RALEIGH, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Eva Gullick Frongello
SIGNATURE:	/Eva Gullick Frongello/
DATE SIGNED:	06/02/2020

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of January 6, 2020, by MAURICE ACQUISITION SPE, LLC (“**Grantor**”), in favor of CIBC BANK USA, as Administrative Agent for the Lenders (“**Grantee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Secured Promissory Note (as hereinafter defined).

### **RECITALS**

**WHEREAS**, Grantor owns the trademark registrations, trademark applications and trademark licenses listed on Schedule 1 attached hereto and incorporated herein; and

**WHEREAS**, Grantor has entered into that certain Secured Promissory Note dated as January 6, 2020(as amended, restated, supplemented or otherwise modified from time to time, the “**Secured Promissory Note**”), with Grantee and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

**WHEREAS**, pursuant to the terms of the Secured Promissory Note, Grantor has granted to Grantee a security interest in and lien on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest in and lien on all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each United States trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“**PTO**”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to

allege use is submitted to and accepted by the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.


This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Secured Promissory Note and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Secured Promissory Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Secured Promissory Note, the Secured Promissory Note shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

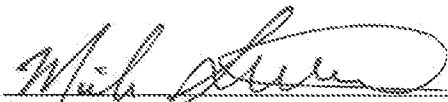
**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

**MAURICE ACQUISITION SPE, LLC**

By:   
Name: Patrick R Harvey  
Its: CFO and Secretary

Acknowledged:

CIBC BANK USA, as Administrative Agent

By: 

Name: MIKE STANTON

Title: MANAGING DIRECTOR

**Schedule 1**  
to  
**Trademark Security Agreement**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
SHORELINE MARINE	US	4150605	05/29/2012
SHORELINE MARINE	US	4151691	05/29/2012
CORDCRAFT	US	3926538	03/01/2011
PROPEL PADDLE GEAR BY SHORELINE MARINE	US	5205312	05/16/2017
PROPEL PADDLE GEAR BY SHORELINE MARINE	US	5125877	01/17/2017
SILVERLAKE	US	3064875	03/07/2006
BLACK BEARD	US	5509535	07/03/2018
BLAZE	US	3586998	03/10/2009
CELSIUS	US	3700058	10/20/2009
MUTINY	US	5638700	12/25/2018
R2F	US	4342304	05/28/2013
TROPHY TAMER	US	2206337	12/01/1998
BLACK BEAUTY	US	1285361	07/10/1984
CALYPSO	US	2956463	05/31/2005
CEDAR KEY AND DESIGN	US	2352062	05/23/2000
COMPETITOR	US	3887569	12/07/2010
CRYSTAL RIVER	US	1934021	11/07/1995
CRYSTAL RIVER	US	2038152	02/18/1997
DANCO	US	1150539	04/07/1981
DANIELSON	US	1171455	09/29/1981
ECLIPSE	US	1669010	12/17/1991
ENVIROQUEST	US	1926560	10/10/1995

Trademark Security Agreement

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**TRADEMARK**  
**REEL: 006951 FRAME: 0234**



TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
HAZE	US	4828417	10/06/2015
HURRICANE	US	1808532	11/30/1993
INVISA-LEADER	US	2094449	09/09/1997
MATZUO AMERICA	US	2468426	07/10/2001
MICROLITE	US	1705160	08/04/1992
READY2FISH	US	2324514	02/29/2000
RIP-N ROLL	US	4540100	05/27/2014
ROYAL COACHMEN	US	2416810	01/02/2001
SICKLE	US	2980537	08/02/2005
SOUTH BEND	US	1934913	11/14/1995
SOUTH BEND	US	3190665	01/02/2007
TOTAL TACKLE	US	3090603	05/09/2006
VAULTX	US	88420492	05/08/2019
WALLEYES ONLY	US	2692908	03/04/2003
WORM GEAR	US	5329300	11/07/2017
ZEN SERIES	US	3909066	01/18/2011
ZING TAIL	US	2534848	01/29/2002
SOUTH BEND DESIGN	US	520150	01/24/1950