

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navajo Manufacturing Company		06/09/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	90 S. 7th Street		
Internal Address:	16th Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 90			
Property Type	Number	Word Mark	
Registration Number:	2160789	SILVER FEATHER	
Registration Number:	2440062	HANDY SOLUTIONS	
Registration Number:	2442735	PARALLAX	
Registration Number:	2442736	WILDCAT	
Registration Number:	2544147	CDO	
Registration Number:	2553287	IMPRESS	
Registration Number:	2638117	KIDZCLASSICS	
Registration Number:	2643764	IMPRESS	
Registration Number:	2679300		
Registration Number:	2824956	SUNCLASSICS	
Registration Number:	2827823	CELL-TECH	
Registration Number:	2831838	SUNCLASSICS	
Registration Number:	3165245	ENVY	
Registration Number:	3212722	X SHADES	
Registration Number:	3221920	X SHADES	
Registration Number:	3366733	HANDY SOLUTIONS ORAL CARE	
Registration Number:	3581007	MAXX HD	
Registration Number:	3703312	VATO	
TRADEMARK			

OP \$2265.00 2160789

Property Type	Number	Word Mark
Registration Number:	3790806	HOTTIPS!
Registration Number:	3793869	X-TREME COMFORT
Registration Number:	3879074	MAXX OTG
Registration Number:	3915101	PIRANHA EYEWEAR
Registration Number:	3997639	ENVY EYEWEAR
Registration Number:	4012496	IT'S ALL ABOUT THE LENS!
Registration Number:	4057354	SALUTE!
Registration Number:	4061181	SALUTE!
Registration Number:	4083851	MAXX
Registration Number:	4114228	GOOD TO GO
Registration Number:	4187295	GOOD TO GO
Registration Number:	4214901	R
Registration Number:	4440135	HS
Registration Number:	4461512	HEALTHY SOLUTIONS FOR VITALITY
Registration Number:	4476024	GOOD TO GO
Registration Number:	4574490	HOTTIPS!
Registration Number:	4577712	BRISTLE-PICKS
Registration Number:	4583456	DISPENSIT
Registration Number:	4637263	GLOVE CRAFTER
Registration Number:	4647310	U.S. BIKER
Registration Number:	4647311	U.S. BIKER
Registration Number:	4657579	
Registration Number:	4673648	U.S. BIKER
Registration Number:	4679827	STINGRAY
Registration Number:	4690521	U.S. BIKER
Registration Number:	4737784	LYNX
Registration Number:	4737785	WRITE SOLUTIONS
Registration Number:	4754346	CHEFWARE SOLUTIONS
Registration Number:	4759814	PIRANHA
Registration Number:	4764020	PIRANHA
Registration Number:	4787025	WIZARD
Registration Number:	4787026	MAXX GT
Registration Number:	4787027	STEALTH
Registration Number:	4787028	MAXX DYNASTY
Registration Number:	4792712	SIMPLE KLEEN
Registration Number:	4796330	MAXX SHIELD
Registration Number:	4805240	GOLD VISION
Registration Number:	4837653	MAXX RAVEN

Property Type	Number	Word Mark
Registration Number:	4853555	HANDY SOLUTIONS
Registration Number:	4857584	
Registration Number:	4874765	SALUTE!
Registration Number:	4924382	ROUGH RIDER
Registration Number:	5002452	COMFORT IN TECHNOLOGY
Registration Number:	5056082	GOOD TO GO
Registration Number:	5064531	SALUTE!
Registration Number:	5156195	HOTTIPS!
Registration Number:	5156267	HOTTIPS
Registration Number:	5156274	COMFORT COMES FIRST
Registration Number:	5161173	
Registration Number:	5176516	MAXFLX TECHNOLOGY
Registration Number:	5197157	RR
Registration Number:	5198594	CHEFWARE SOLUTIONS
Registration Number:	5383108	IMPRESS
Registration Number:	5495008	AUTO SOLUTIONS
Registration Number:	5534072	PIRANHA OPTICS
Registration Number:	5534074	PIRANHA
Registration Number:	5628543	CASHCO
Registration Number:	5675305	HYDRO FLOAT
Registration Number:	5727682	DURA ARMOR
Registration Number:	5830799	SALUTE!
Registration Number:	5938963	SMART POWER COMMAND
Registration Number:	5945752	M
Registration Number:	5956473	TECH N' COLOR
Registration Number:	5957301	MAXX EYEWEAR M
Registration Number:	5958672	EZBLUE
Registration Number:	2067968	SILVER FEATHER
Serial Number:	86914115	XPLORER
Serial Number:	87208534	SHAREPOWER
Serial Number:	87712134	DURA ARMOR JACKET
Serial Number:	87361928	UNATERA
Serial Number:	87362083	UNATERA
Serial Number:	87362100	UNATERA

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

TRADEMARK

REEL: 006957 FRAME: 0593

Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (155656-01011 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 155656-01011

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/10/2020

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of June, 2020, by and among NAVAJO MANUFACTURING COMPANY, a Colorado corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among Lender, Grantor and those additional entities that hereafter become parties to the Credit Agreement as Borrowers (each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers") and any entity that may hereafter become party thereto as a Guarantor, each a "Guarantor" and individually and collectively, "Guarantors"), Lender has agreed to make certain financial accommodations available to Borrowers and Guarantors from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrowers and Guarantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain 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 "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender 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, 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 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 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Lender, 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"):

(a) all of its Trademarks and Intellectual Property Licenses relating 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 Intellectual Property License relating to Trademarks; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by 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 Intellectual Property License relating to a Trademark.

3. 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 Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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.

7. 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 8 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 Trademark Security Agreement to be executed and delivered as of the day and year first above written.

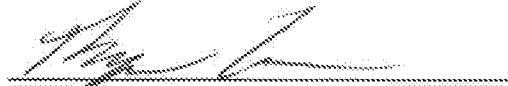
GRANTOR:

NAVAJO MANUFACTURING COMPANY,
a Colorado corporation

By:

Name: Ryan Carr

Title: Chief Financial Officer



ACCEPTED AND ACKNOWLEDGED BY:

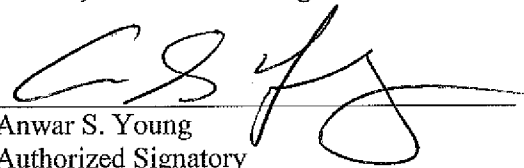
LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By:

Name: Anwar S. Young

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read 'AS Young', written over a horizontal line. The signature is stylized and cursive.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

Registrations:

Owner	Trademark	Registration Number	Date Filed
Navajo Manufacturing Company	SILVER FEATHER	2,160,789	11/17/1995
Navajo Manufacturing Company	HANDY SOLUTIONS	2,440,062	6/1/1999
Navajo Manufacturing Company	PARALLAX	2,442,735	4/27/2000
Navajo Manufacturing Company	WILDCAT	2,442,736	4/27/2000
Navajo Manufacturing Company	CDO Design	2,544,147	4/27/2000
Navajo Manufacturing Company	IMPRESS	2,553,287	6/18/1999
Navajo Manufacturing Company	KIDZCLASSICS	2,638,117	4/27/2000
Navajo Manufacturing Company	IMPRESS	2,643,764	5/2/2000
Navajo Manufacturing Company	DOUBLE FEATHER W/HEAD DRESS	2,679,300	6/1/1998
Navajo Manufacturing Company	SUNCLASSICS	2,824,956	8/9/2002
Navajo Manufacturing Company	CELL-TECH	2,827,823	10/25/2002
Navajo Manufacturing Company	SUNCLASSICS Logo	2,831,838	8/9/2002
Navajo Manufacturing Company	ENVY	3,165,245	12/13/2005

Owner	Trademark	Registration Number	Date Filed
Navajo Manufacturing Company	X Shades	3,212,722	12/13/2005
Navajo Manufacturing Company	X Shades Logo	3,221,920	12/13/2005
Navajo Manufacturing Company	HANDY SOLUTIONS ORAL CARE	3,366,733	7/7/2005
Navajo Manufacturing Company	MAXX HD	3,581,007	11/24/2006
Navajo Manufacturing Company	VATO	3,703,312	11/25/2008
Navajo Manufacturing Company	HOTTIPS!	3,790,806	7/10/2008
Navajo Manufacturing Company	X-TREME COMFORT	3,793,869	7/10/2008
Navajo Manufacturing Company	MAXX OTG	3,879,074	3/12/2010
Navajo Manufacturing Company	PIRANHA EYEWEAR Logo	3,915,101	12/3/2009
Navajo Manufacturing Company	ENVY EYEWEAR	3,997,639	12/27/2010
Navajo Manufacturing Company	IT'S ALL ABOUT THE LENS!	4,012,496	1/26/2011
Navajo Manufacturing Company	SALUTE!	4,057,354	8/25/2010
Navajo Manufacturing Company	SALUTE! (WINE GLASS LOGO)	4,061,181	8/25/2010
Navajo Manufacturing Company	MAXX	4,083,851	6/6/2011
Navajo Manufacturing Company	Good To Go	4,114,228	6/17/2011
Navajo Manufacturing Company	Good To Go	4,187,295	7/6/2010

Owner	Trademark	Registration Number	Date Filed
Navajo Manufacturing Company	"R" (PIRANHA LOGO)	4,214,901	5/10/2011
Navajo Manufacturing Company	HS Freeform Logo	4,440,135	4/18/2013
Navajo Manufacturing Company	HEALTHY SOLUTIONS FOR VITALITY	4,461,512	4/18/2013
Navajo Manufacturing Company	Good To Go	4,476,024	11/8/2012
Navajo Manufacturing Company	HOTTIPS!	4,574,490	5/20/2013
Navajo Manufacturing Company	BRISTLE-PICKS	4,577,712	12/18/2012
Navajo Manufacturing Company	DISPENSIT (LOGO)	4,583,456	12/4/2013
Navajo Manufacturing Company	GLOVE CRAFTER	4,637,263	4/15/2014
Navajo Manufacturing Company	U.S.BIKER (SKULL AND WINGS)	4,647,310	10/5/2011
Navajo Manufacturing Company	U.S.BIKER (MOTORCYCLE)	4,647,311	10/5/2011
Navajo Manufacturing Company	STINGRAY (FISH LOGO)	4,657,579	12/4/2013
Navajo Manufacturing Company	U.S.BIKER	4,673,648	10/5/2011
Navajo Manufacturing Company	STINGRAY (LOGO)	4,679,827	12/4/2013
Navajo Manufacturing Company	U.S.BIKER (FLAMES)	4,690,521	10/5/2011
Navajo Manufacturing Company	LYNX	4,737,784	4/16/2014
Navajo Manufacturing Company	WRITE SOLUTIONS	4,737,785	4/16/2014

Owner	Trademark	Registration Number	Date Filed
Navajo Manufacturing Company	CHEFWEAR SOLUTIONS (LOGO)	4,754,346	4/15/2014
Navajo Manufacturing Company	PIRANHA (LOGO)	4,759,814	10/31/2014
Navajo Manufacturing Company	PIRANHA	4,764,020	10/31/2014
Navajo Manufacturing Company	WIZARD	4,787,025	5/9/2014
Navajo Manufacturing Company	MAXX GT	4,787,026	5/9/2014
Navajo Manufacturing Company	STEALTH	4,787,027	5/9/2014
Navajo Manufacturing Company	MAXX DYNASTY	4,787,028	5/9/2014
Navajo Manufacturing Company	SIMPLE KLEEN Logo	4,792,712	1/24/2013
Navajo Manufacturing Company	MAXX SHIELD	4,796,330	5/9/2014
Navajo Manufacturing Company	GOLD VISION	4,805,240	7/15/2014
Navajo Manufacturing Company	MAXX RAVEN	4,837,653	5/9/2014
Navajo Manufacturing Company	HANDY SOLUTIONS	4,853,555	2/17/2014
Navajo Manufacturing Company	HANDY SOLUTIONS (S LOGO)	4,857,584	3/31/2014
Navajo Manufacturing Company	SALUTE! Logo	4,874,765	3/18/2013
Navajo Manufacturing Company	ROUGH RIDER	4,924,382	5/19/2015

Owner	Trademark	Registration Number	Date Filed
Navajo Manufacturing Company	COMFORT IN TECHNOLOGY	5,002,452	11/25/2015
Navajo Manufacturing Company	GOOD TO GO	5,056,082	10/21/2015
Navajo Manufacturing Company	SALUTE!	5,064,531	3/18/2013
Navajo Manufacturing Company	HOTTIPS! (LIGHTEING BOLT W/TAIL)	5,156,195	8/31/2016
Navajo Manufacturing Company	HOTTIPS! (LIGHTEING BOLT)	5,156,267	10/13/2016
Navajo Manufacturing Company	COMFORT COMES FIRST	5,156,274	10/19/2016
Navajo Manufacturing Company	(LIGHTENING BOLT)	5,161,173	12/27/2016
Navajo Manufacturing Company	MAXFLX TECHNOLOGY (LOGO)	5,176,516	10/19/2016
Navajo Manufacturing Company	(RR) LOGO	5,197,157	4/29/2016
Navajo Manufacturing Company	CHEFWEAR SOLUTIONS (LOGO)	5,198,594	7/26/2016
Navajo Manufacturing Company	IMPRESS	5,383,108	1/22/2014
Navajo Manufacturing Company	AUTO SOLUTIONS	5,495,008	6/19/2018
Navajo Manufacturing Company	PIRANHA OPTICS	5,534,072	12/7/2017
Navajo Manufacturing Company	PIRANHA (BOLD LOGO)	5,534,074	12/7/2017
Navajo Manufacturing Company	CASHCO	5,628,543	3/7/2017

Owner	Trademark	Registration Number	Date Filed
Navajo Manufacturing Company	HYDRO FLOAT	5,675,305	7/6/2018
Navajo Manufacturing Company	DURA ARMOR	5,727,682	9/12/2018
Navajo Manufacturing Company	SALUTE!	5,830,799	3/18/2013
Navajo Manufacturing Company	SMART POWER COMMAND	5,938,963	5/14/2018
Navajo Manufacturing Company	MM (MOUNTAIN DESIGN MAXX)	5,945,752	11/8/2018
Navajo Manufacturing Company	TECH N' COLOR	5,956,473	5/14/2018
Navajo Manufacturing Company	MAXX EYEWEAR MM	5,957,301	12/14/2018
Navajo Manufacturing Company	EZBLUE	5,958,672	8/7/2018
Navajo Manufacturing Company	SILVER FEATHER	2,067,968	11/17/1995

Applications:

Owner	Trademark	Serial Number	Date Filed
Navajo Manufacturing Company DBA Navajo Manufacturing Incorporated	XPLORER	86914115	02/19/2016
Navajo Manufacturing Company DBA Navajo Manufacturing Incorporated	SHAREPOWER	87208534	10/19/2016
Navajo Manufacturing Company	DURA ARMOR JACKET	87712134	12/07/2017
Navajo Manufacturing Company	UNATERA	87361928	03/07/2017

Navajo Manufacturing Company	UNATERA	87362083	03/07/2017
Navajo Manufacturing Company	UNATERA	87362100	03/07/2017