

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RTIC Outdoors, LLC		09/01/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Loan Admin Co LLC, as Administrative Agent		
Street Address:	2200 Atlantic street		
Internal Address:	Suite 501		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4909776	RTIC	
Registration Number:	5155866	RTIC	
Registration Number:	5886271	RTIC	
Serial Number:	88871827	RTIC	
Registration Number:	4909788	RTIC	
Registration Number:	5155868	RTIC	
Registration Number:	5886270	RTIC	
Registration Number:	5886249	R	
Serial Number:	88850250	110,000	
Serial Number:	88850238	110,000 MILES	
Registration Number:	5408251	HALF THE PRICE AND HOLDS MORE ICE	
Registration Number:	5408252	HALF THE PRICE AND KEEPS THE ICE	
Registration Number:	5408250	OVER BUILT - NOT OVER PRICED	
Serial Number:	88074133	OVER BUILT - NOT OVER PRICED	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123108000
Email: juan.arias@weil.com
Correspondent Name: David St. Bernard
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	D. St.Bernard-60627.0020
NAME OF SUBMITTER:	David St. Bernard
SIGNATURE:	/David St. Bernard/
DATE SIGNED:	09/01/2020

Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2020 (this “Security Interest”), is made by RTIC Outdoors, LLC, a Texas limited liability company (the “Grantor”), in favor of Loan Admin Co LLC, as Administrative Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 2200 Atlantic Street, Suite 501, Stamford, CT 06902 (the “Grantee”).

WHEREAS, the Grantor and Grantee have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of September 1, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Documents”); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Grantee, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

- (i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

As used herein, “Trademarks” shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, “Trademarks” shall not include any “intent-to-use” application for registration of a Trademark filed

pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

SECTION 7. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than Section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision

in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

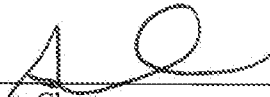
RTIC OUTDOORS, LLC, as Grantor

By: 

Name: William Pond

Title: Chief Executive Officer, Secretary and
Treasurer

LOAN ADMIN CO LLC,
as Administrative Agent and Grantee

By: 
Name: Sean Chao
Title: Authorized Signatory

[Signature Page to RTIC Trademark Security Agreement]

SCHEDULE A

Attached.

Reg Ref	Mark	Images Path	Country	Filing Date	App No	Reg Date	Reg No	Classes	Status	Record Owner
45498-0002001	RTIC		UNITED STATES	11/13/2014	86453,391	03/01/2016	4,308,776	21	REGISTERED	RTIC Outdoors, LLC
45498-0002002	RTIC		UNITED STATES	07/28/2016	87119,721	03/07/2017	5,155,866	21	REGISTERED	RTIC Outdoors, LLC
45498-0002003	RTIC		UNITED STATES	05/03/2018	87906,171	10/15/2019	5,886,271	13, 18, 20, 21, 22	REGISTERED	RTIC Outdoors, LLC
45498-0002004	RTIC		UNITED STATES	04/14/2020	88871,827			05, 25, 28, 30, 34	PENDING	RTIC Outdoors, LLC
45498-0003001	RTIC & Bear Design		UNITED STATES	11/20/2014	86460,084	03/01/2016	4,308,788	21	REGISTERED	RTIC Outdoors, LLC
45498-0003002	RTIC & Bear Design		UNITED STATES	07/28/2016	87119,744	03/07/2017	5,155,888	21	REGISTERED	RTIC Outdoors, LLC
45498-0003003	RTIC & Bear Design		UNITED STATES	05/03/2018	87906,154	10/15/2019	5,886,270	13, 18, 20, 21, 22	REGISTERED	RTIC Outdoors, LLC
45498-0008001	R & Bear Design		UNITED STATES	04/19/2018	87884,560	10/15/2019	5,886,249	08, 13, 18, 20, 21, 22	REGISTERED	RTIC Outdoors, LLC
45498-0183001	110,000		UNITED STATES	03/27/2020	88850,250			25	PENDING	RTIC Outdoors, LLC
45498-0184001	110,000 MILES		UNITED STATES	03/27/2020	88850,238			25	PENDING	RTIC Outdoors, LLC
45667-0004001	HALF THE PRICE AND HOLDS MORE ICE		UNITED STATES	06/02/2016	87058,495	02/20/2018	5,408,251	21	REGISTERED	RTIC Outdoors, LLC
45667-0005001	HALF THE PRICE AND KEEPS THE ICE		UNITED STATES	06/02/2016	87058,498	02/20/2018	5,408,252	21	REGISTERED	RTIC Outdoors, LLC
45667-0006001	OVER BUILT - NOT OVER PRICED		UNITED STATES	06/02/2016	87058,490	02/20/2018	5,408,250	21	REGISTERED	RTIC Outdoors, LLC
45667-0016001	OVER BUILT - NOT OVER PRICED		UNITED STATES	08/10/2018	88074,133			25	ALLOWED	RTIC Outdoors, LLC



TRADEMARK

REEL: 007039 FRAME: 0422

RECORDED: 09/01/2020