

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621246

<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>
Easy Way Leisure Company LLC		01/15/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2193372	EASY WAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-20131 ND)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-20131		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	01/20/2021		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 15<sup>th</sup> day of January, 2021 by EASY WAY LEISURE COMPANY LLC, a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as administrative agent for the Lenders ("Administrative Agent").

### W I T N E S S E T H

WHEREAS, EASY WAY HOLDINGS LLC, a Delaware limited liability company ("Holdings"), immediately upon consummation of the Acquisition, Grantor, EASY WAY MANUFACTURING SERVICES, LLC, an Ohio limited liability company ("Manufacturing" together with Holdings, Leisure and each Person joined to the Loan Agreement as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), EASY WAY INVESTMENT HOLDINGS LLC, a Delaware limited liability company ("Investment Holdings" and together with Borrowers, and each other Guarantor party to the Loan Agreement from time to time, collectively, the "Loan Parties", and each a "Loan Party"), CAPITAL DYNAMICS US, INC., as Arranger Agent, PNC, as a Revolving Lender and Administrative Agent and the financial institutions which are now or which hereafter become a party thereto from time to time (together with PNC, collectively, the "Lenders" and each individually a "Lender") (as amended, restated, supplemented, or replaced from time to time, the "Loan Agreement"), whereby Lenders agreed to make certain financial accommodations available to Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Administrative Agent, for the benefit of Lenders, a security interest in substantially all of its assets, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Administrative Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration, trademark registration application, copyright registration, copyright registration application, patent and patent application listed on Schedule 1 annexed hereto (such trademark registrations and trademark registration applications, the “Trademarks”; such copyright registrations and copyright registration applications, the “Copyrights”; and such patents and patent applications, the “Patents”), in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Administrative Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto. Without limiting Grantor’s obligations under this Section 5, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule 1, to include any such new Trademarks, Patents or Copyrights of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Administrative Agent’s continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

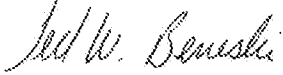
7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.

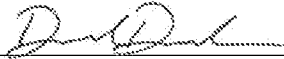
8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article 13 thereof.

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**EASY WAY LEISURE COMPANY LLC**

By:   
Name: Ted W. Beneski  
Title: Chairman of the Board

By:   
Name: Dan Davidson  
Title: Executive Vice President

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By: 

Name: Kathryn Marshall

Title: Senior Vice President

[Signature Page to IP Security Agreement (Easy Way)]

**TRADEMARK**  
**REEL: 007165 FRAME: 0449**

Schedule 1

Trademarks

Trademark	Owner	Goods and Services	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
EASY WAY PRODUCTS CO	EASY WAY LEISURE CORPORATION	INT. CL. 20 OUTDOOR FURNITURE, NAMELY, CUSHIONS, CHAIR PADDING, FITTED FABRIC FURNITURE COVERS AND CUSHIONS AND PADDING FOR CHAIRS AND/OR BENCHES	United States	75287898	07- MAY- 1997	2193372	06- OCT- 1998	Registered
		Goods/services not listed	Ohio			RN49202	26- JUN- 1978	Registered

Copyrights

Title	Type of Work	Country	Description	Copyright Claimant	Authorship	Reg. No.	Reg. Date
Easy Way Products Co. replacement cushions, umbrellas, accessories for outdoor furniture.	Text	United States	Kit.	Easy Way Leisure Corporation	Spectrum Marketing Support, employer for hire	TX00005143453	Feb. 14, 2000
Easy Way Products Company, 1997 school bus products catalog	N/A	United States	Folder.	Easy Way Leisure Corporation		TX0004610467	September 9, 1997
Easy Way Products Company replacement cushions, umbrellas & accessories for outdoor	N/A	United States	2 v.	Easy Way Leisure Corporation		TX0004610435	September 9, 1997



Title	Type of Work	Country	Description	Copyright Claimant	Authorship	Reg. No.	Reg. Date
furniture, 1998.							
School bus products catalog: effective date: September 1999.	N/A	United States	Folder.	Easy Way Leisure Corporation	Spectrum Marketing Support, employer for hire	TX0005143454	February 14, 1999

**Patents**

None.