

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hobie Brands International, L.C.		01/26/2021	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	CIBC Bank USA, as Administrative Agent
Street Address:	120 S. LaSalle Street
Internal Address:	Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4708211	
Registration Number:	1165932	HOBIE SPORTS
Registration Number:	1059363	H
Registration Number:	1071373	H
Registration Number:	1210358	H
Registration Number:	2082061	H
Registration Number:	2162347	H
Registration Number:	2084523	H
Registration Number:	2112683	H
Registration Number:	2111069	H
Registration Number:	3544491	H
Registration Number:	5203195	H
Registration Number:	1046003	HOBIE
Registration Number:	1069802	HOBIE
Registration Number:	1447590	HOBIE
Registration Number:	2129264	HOBIE
Registration Number:	2111068	HOBIE
Registration Number:	2103883	HOBIE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2084524	HOBIE
Registration Number:	2162348	HOBIE
Registration Number:	2084526	HOBIE
Registration Number:	2086296	HOBIE
Registration Number:	2415459	HOBIE
Registration Number:	2742463	HOBIE
Registration Number:	3544490	HOBIE
Registration Number:	5203194	HOBIE
Registration Number:	5263696	HOBIE
Registration Number:	5228117	HOBIE
Registration Number:	5301200	HOBIE
Registration Number:	0905789	HOBIE CAT
Registration Number:	0839490	HOBIE
Registration Number:	5319769	HOBIE H EVOLVE
Registration Number:	4184449	HOBIE SAND BAR
Registration Number:	0745750	HOBIE
Registration Number:	1581288	HOBIE
Registration Number:	3579832	HOBIE
Registration Number:	2866461	MIRAGE
Registration Number:	5086479	MIRAGE ECLIPSE
Registration Number:	5086481	MIRAGE
Registration Number:	3723157	MIRAGEDRIVE
Registration Number:	3175497	OASIS
Registration Number:	5426185	OUTBACK
Registration Number:	5853410	PASSPORT
Registration Number:	5665996	PRO ANGLER
Registration Number:	3451316	REVOLUTION
Registration Number:	2175219	HOBIE OUTBACK

CORRESPONDENCE DATA

Fax Number:

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: 3128637141

Email: kristen.lange@goldbergkohn.com

Correspondent Name: Kristen N. Lange, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 E. Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6613.083
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	01/26/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") is made as of January 26, 2021, by HOBIE BRANDS INTERNATIONAL, L.C., a Missouri limited liability company ("**Grantor**"), in favor of CIBC BANK USA, as administrative agent ("**Agent**") for itself and the other lenders party to the Loan Agreement referred to below (the "**Lenders**").

W I T N E S S E T H

WHEREAS, HOBIE CAT COMPANY II, LLC, a Delaware limited liability company ("**Borrower**"), certain affiliates of Borrower (including Grantor), the Lenders and Agent are parties to a certain Loan and Security Agreement, dated as of January 26, 2021 (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**"), and other related loan documents of even date therewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and the Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower and the other Company Loan Parties to Agent, for the benefit of itself and the Lenders, of a security interest in certain of Borrower's and such other Company Loan Parties' assets, including, without limitation, its trademarks and trademark applications.

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 Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of any conflict between any provision in this Security Agreement and a provision in any Financing Agreement, such provision in the Financing Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for the benefit of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, Grantor names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all proceeds, income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. New Trademarks. Grantor represents and warrants that, to the best of Grantor's knowledge, the Trademarks listed on Schedule A constitute all of the registered U.S. Trademarks, and applications for registration of U.S. Trademarks (other than "intent to use" applications until a verified

statement of use is filed with respect to such applications) now owned by Grantor. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to unilaterally modify this Security Agreement by amending Schedule A to include any such Trademarks. Notwithstanding the foregoing, no failure to so modify this Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

4. Term; Royalties. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Grantor.

5. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

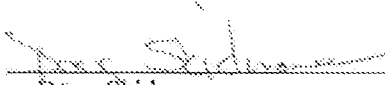
7. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

8. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois.

[signature page follows]

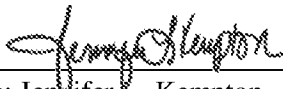
IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

HOBIE BRANDS INTERNATIONAL, L.C.

By: 
Name: Doug Skidmore
Title: Manager

Agreed and accepted as of the date
first written above:

CIBC BANK USA, as Agent

By:  _____
Name: Jennifer L. Kempton
Title: Managing Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS & U.S. TRADEMARK APPLICATIONS

Owner: HOBIE BRANDS INTERNATIONAL, L.C.

Mark	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
		86364476	24-Mar-15	4,708,211	24-Mar-21
HOBIE SPORTS		73222988	18-Aug-91	1165932	18-Aug-21
H Stylized	Nov 3 1975	73067702	Feb 15 1977	1059363	Feb 15 2027
H Stylized	Jun 10 1976	73089992	Aug 16 1977	1071373	Aug 16 2027
H Stylized	Oct 21 1981	73333528	Sep 28 1982	1210358	Sep 28 2022
H Stylized	May 26 1995	74680256	Jul 22 1997	2082061	Jul 22 2027
H Stylized	May 26 1995	74680258	Jun 2 1998	2162347	Jun 2 2028
H Stylized	May 26 1995	74680259	Jul 29 1997	2084523	Jul 29 2027
H Stylized	May 26 1995	74680260	Nov 11 1997	2112683	Nov 11 2027
H Stylized	May 26 1995	74680267	Nov 4 1997	2111069	Nov 4 2027
H Stylized	Aug 1 2007	77244421	Dec 9 2008	3544491	Dec 9 2028
H Stylized	May 9 2016	87030258	May 16 2017	5203195	May 16 2027

Mark	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
HOBIE	Nov 3 1975	73067717	Aug 10 1976	1046003	Aug 10 2026
HOBIE	Jun 10 1976	73090009	Jul 19 1977	1069802	Jul 19 2027
HOBIE	Jun 28 1982	73371984	Jul 14 1987	1447590	Jul 14 2027
HOBIE	May 16 1995	74675218	Jan 13 1998	2129264	Jan 13 2028
HOBIE	May 26 1995	74680264	Nov 4 1997	2111068	Nov 4 2027
HOBIE	May 26 1995	74680270	Oct 7 1997	2103883	Oct 7 2027
HOBIE	May 26 1995	74680271	Jul 29 1997	2084524	Jul 29 2027
HOBIE	May 26 1995	74680273	Jun 2 1998	2162348	Jun 2 2028
HOBIE	May 26 1995	74680274	Jul 29 1997	2084526	Jul 29 2027
HOBIE	May 26 1995	74680275	Aug 5 1997	2086296	Aug 5 2027
HOBIE	Aug 17 1999	75777859	Dec 26 2000	2415459	Dec 26 2030
HOBIE	Sep 8 1999	75796079	Jul 29 2003	2742463	Jul 29 2023
HOBIE	Aug 1 2007	77244419	Dec 9 2008	3544490	Dec 9 2028
HOBIE	May 9 2016	87030251	May 16 2017	5203194	May 16 2027
HOBIE	Jun 22 2016	87080926	Aug 15 2017	5263696	Aug 15 2027

Mark	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
HOBIE	Nov 21 2016	87244255	Jun 20 2017	5228117	Jun 20 2027
HOBIE	Mar 14 2017	87370391	Oct 3 2017	5301200	Oct 3 2027
HOBIE CAT	Jul 20 1970	72365673	Jan 12 1971	0905789	Jan 12 2031
Hobie Diamond Logo	Apr 9 1965	72216123	Nov 28 1967	0839490	Nov 28 2027
Hobie H Evolve Logo	Mar 6 2014	86212970	Oct 31 2017	5319769	Oct 31 2027
HOBIE SAND BAR	Apr 29 2011	85977018	Jul 31 2012	4184449	Jul 31 2022
HOBIE Stylized	Feb 7 1962	72137413	Feb 26 1963	0745750	Feb 26 2023
HOBIE Stylized	Jun 29 1989	73809611	Feb 6 1990	1581288	Feb 6 2030
HOBIE Stylized	Jul 14 2008	77521893	Feb 24 2009	3579832	Feb 24 2029
MIRAGE	Aug 5 2003	76539898	Jul 27 2004	2866461	Jul 27 2024
MIRAGE ECLIPSE	Apr 15 2016	87002317	Nov 22 2016	5086479	Nov 22 2026
MIRAGE	Apr 15 2016	87002324	Nov 22 2016	5086481	Nov 22 2026
MIRAGEDRIVE	Apr 9 2008	77444305	Dec 8 2009	3723157	Dec 8 2029
OASIS	Jul 6 2005	78664489	Nov 21 2006	3175497	Nov 21 2026

Mark	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
OUTBACK	Apr 12 2017	87408936	Mar 20 2018	5426185	Mar 20 2028
PASSPORT	Nov 30 2018	88213032	Sep 3 2019	5853410	Sep 3 2029
PRO ANGLER	May 29 2018	87939477	Jan 29 2019	5665996	Jan 29 2029
REVOLUTION	Jun 21 2006	78913202	Jun 17 2008	3451316	Jun 17 2028
HOBIE OUTBACK	Apr 8 1994	74516134	Jul 21 1998	2175219	