

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KENT WATER SPORTS, LLC		12/31/2020	Limited Liability Company:
ABSOLUTE OUTDOOR OF AMERICA, LLC		12/31/2020	Limited Liability Company:
BAREFOOT INTERNATIONAL, LLC		12/31/2020	Limited Liability Company:
CONNELLY SKIS, LLC		12/31/2020	Limited Liability Company:
HO SPORTS COMPANY, LLC		12/31/2020	Limited Liability Company:
MOTION SPORTS OF AMERICA, LLC		12/31/2020	Limited Liability Company:
KENT WATER SPORTS HOLDINGS, LLC		12/31/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	THE HUNTINGTON NATIONAL BANK
Street Address:	200 Public Square, CM64
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	4394906	AQUAGLIDE
Registration Number:	2966850	AQUAGLIDE
Registration Number:	1664207	CONCEPT
Registration Number:	1528009	CONNELLY
Registration Number:	2959659	CONNELLY
Registration Number:	2504255	CWB
Registration Number:	1834760	PROLINE
Registration Number:	2604462	ARCTICSHIELD
Registration Number:	2693260	RE-TAIN
Registration Number:	3184767	X SYSTEM
Registration Number:	5795990	ALL CLEAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5776329	LITTLE DIPPERS
Registration Number:	4609969	ONYX
Registration Number:	0848151	OASIS
Registration Number:	5057598	BRO STOCK
Registration Number:	3266029	HYDROHOOK
Registration Number:	2323822	HYDROSLIDE
Registration Number:	3449916	LIQUID FORCE
Registration Number:	2360967	LIQUID FORCE
Registration Number:	2040774	LIQUID FORCE
Registration Number:	2463219	NASH
Registration Number:	1019479	O'BRIEN
Registration Number:	1011062	O'BRIEN
Registration Number:	4442487	OBRIEN
Registration Number:	5107538	RELENTLESS INNOVATION
Registration Number:	2909728	SL
Registration Number:	2195099	STRAIGHT LINE
Registration Number:	5014742	WAKEFOIL
Registration Number:	5401864	WAKEFOIL
Registration Number:	1068197	WORLD TEAM
Registration Number:	5798891	
Registration Number:	5726288	DEDICATED TO FLIGHT
Registration Number:	2147893	O'BRIEN
Registration Number:	2144784	OBRIEN
Registration Number:	2147892	OBRIEN
Registration Number:	2144785	O'BRIEN
Registration Number:	4671940	FAT SAC
Registration Number:	4723105	FLY HIGH
Registration Number:	4873019	SURFSAC
Registration Number:	5514951	SUPA TSUNAMI
Registration Number:	5356113	
Registration Number:	2377830	BLINDSIDE
Registration Number:	3670772	FULL THROTTLE
Registration Number:	1685802	FULL THROTTLE
Registration Number:	2056024	KIDDER
Registration Number:	1679034	ACCURATE
Registration Number:	2866887	EXTREME
Registration Number:	1861046	HO
Registration Number:	1861871	HO

Property Type	Number	Word Mark
Registration Number:	5782376	HO
Registration Number:	1676899	HYPER LITE
Registration Number:	1987363	HYPER LITE
Registration Number:	3336282	HYPERLITE

CORRESPONDENCE DATA

Fax Number: 2163485474

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: 2163485400

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: McDonald Hopkins LLC

Address Line 1: 600 Superior Avenue, East, Suite 2100

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	34659-00105
NAME OF SUBMITTER:	Kimberly Hefner
SIGNATURE:	/Kimberly Hefner/
DATE SIGNED:	01/04/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2020 (this “**Agreement**”), is made by **EACH OF THE UNDERSIGNED** (each, a “**Grantor**” and, collectively, “**Grantors**”) to and for the benefit of **THE HUNTINGTON NATIONAL BANK**, as Lender and issuer of Letters of Credit (“**Lender**”).

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement), by and among Grantors and Lender;

WHEREAS, in accordance with the provisions of the Credit Agreement, each Grantor now desires to grant a security interest in and to certain Intellectual Property (as defined in the Credit Agreement), including, without limitation, the Trademark Collateral (as defined below) of each Grantor included as Collateral under the Credit Agreement; and

WHEREAS, Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

1. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Loan Documents, each Grantor hereby grants to Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its trademarks, including the U.S. registrations and applications for registration referred to on Schedule 1 hereto, and all common law rights related thereto, but excluding any intent-to-use trademark applications prior to the filing and acceptance by the USPTO of a “Statement of Use” or “Amendment to Allege Use” with respect thereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by, the foregoing; (d) all rights to sue for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Authorization to Supplement.** Upon written request by Lender, each Grantor hereby agrees to amend Schedule 1 hereto to include any future U.S. Trademark registrations and applications for registration of such Grantor. Notwithstanding the foregoing, no failure to so amend Schedule 1 hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

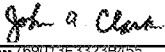
4. **General Provisions.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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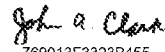
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

“GRANTORS”:

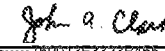
KENT WATER SPORTS, LLC

DocuSigned by:
By: 
Name: John Clark
Title: Secretary

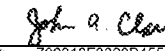
ABSOLUTE OUTDOOR OF AMERICA, LLC

DocuSigned by:
By: 
Name: John Clark
Title: Secretary

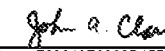
BAREFOOT INTERNATIONAL, LLC

DocuSigned by:
By: 
Name: John Clark
Title: Secretary

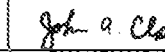
CONNELLY SKIS, LLC

DocuSigned by:
By: 
Name: John Clark
Title: Secretary

HO SPORTS COMPANY, LLC

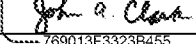
DocuSigned by:
By: 
Name: John Clark
Title: Secretary

MOTION SPORTS OF AMERICA, LLC

DocuSigned by:
By: 
Name: John Clark
Title: Secretary

KENT WATER SPORTS HOLDINGS, LLC

DocuSigned by:

By:  _____

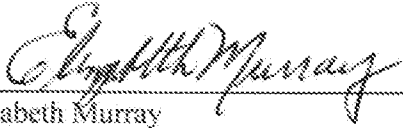
Name: John Clark

Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY
LENDER:

THE HUNTINGTON NATIONAL BANK,
as Lender and issuer of Letters of Credit

By: _____



Name: Elizabeth Murray

Title: Senior Vice President

Trademark Security Agreement

TRADEMARK
REEL: 007176 FRAME: 0769

Schedule 1

	Credit Party	Trademark	Application Number	Filing Date	Registration Number	Registration Date
1.	Connelly Skis, LLC	AQUAGLIDE	85/685,659	7/24/2012	4,394,906	9/3/2013
2.	Connelly Skis, LLC	AQUAGLIDE	78/390,624	3/24/2004	2,966,850	7/12/2005
3.	Connelly Skis, LLC	CONCEPT	73/813,627	7/20/1989	1,664,207	11/12/1991
4.	Connelly Skis, LLC	CONNELLY	73/741446	7/21/1988	1,528,009	3/7/1989
5.	Connelly Skis, LLC	CONNELLY (Stylized)	78/376,926	3/2/2004	2,959,659	6/7/2005
6.	Connelly Skis, LLC	CWB	76/178,520	5/6/2022	2,504,255	12/7/2000
7.	Connelly Skis, LLC	PROLINE	74/314,787	9/16/1992	1,834,760	5/3/1994
8.	Absolute Outdoor of America, LLC f/k/a Absolute Outdoor, LLC	ARCTICSHIELD	76/290,427	7/26/2001	2,604,462	8/6/2002
9.	Absolute Outdoor of America, LLC f/k/a Absolute Outdoor, LLC	RE-TAIN	76/422,197	6/17/2002	2,693,260	3/4/2003
10.	Absolute Outdoor of America, LLC f/k/a Absolute Outdoor, LLC	X SYSTEM	78/601,142	4/4/2005	3,184,767	12/12/2006
11.	Absolute Outdoor of America, LLC f/k/a Absolute Outdoor, LLC	ALL CLEAR	88/085,164	8/20/2018	5,795,990	7/2/2019
12.	Absolute Outdoor of America, LLC f/k/a Absolute Outdoor, LLC	LITTLE DIPPERS	87/626,828	9/28/2017	5,776,329	6/11/2019
13.	Absolute Outdoor of America, LLC f/k/a Absolute Outdoor, LLC	ONYX	77/942,275	2/23/2010	4,609,969	9/23/2014
14.	Motion Sports of America, LLC f/k/a Motion Water Sports, Inc.	OASIS	72279372	8/30/1967	848151	4/30/1968
15.	Motion Sports of America,	BROSTOCK	86/786,796	10/13/2015	5,057,598	10/11/2016

	LLC f/k/a Motion Sports, LLC					
16.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	HYDROHOOK	6/21/2005	78/654,932	3,266,029	7/17/2007
17.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	HYDROSLIDE	1/13/1999	75/620,425	2,323,822	2/29/2000
18.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	LIQUID FORCE	8/1/2003	76/534,378	3,449,916	6/17/2008
19.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	LIQUID FORCE	3/21/1995	74/649,581	2,360,967	6/27/2000
20.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	LIQUID FORCE	5/22/1996	75/107,924	2,040,774	2/25/1997
21.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	NASH	3/5/1999	75/655,254	2,463,219	1/26/2001
22.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	O'BRIEN	8/16/1974	73/029,785	1,019,479	9/2/1975
23.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	O'BRIEN	8/16/1974	73/029,685	1,011,062	5/20/1975
24.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	O'BRIEN	10/18/2012	85/757,319	4,442,487	12/3/2013
25.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	RELENTLESS INNOVATION	86/757,527	9/15/2003	5,107,538	12/27/2016
26.	Motion Sports of America,	SL	76/522,240	6/12/2003	2,909,728	12/14/2004

	LLC f/k/a Motion Sports, LLC					
27.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	STRAIGHT LINE	75/292,005	5/14/1997	2,195,099	10/13/1998
28.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	WAKEFOIL	86/979,395	5/22/2014	5,014,742	8/2/2016
29.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	WAKEFOIL	86/289,566	5/22/2014	5,401,864	2/13/2018
30.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	WORLD TEAM	73/034,536	10/15/1974	1,068,197	6/21/1977
31.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	FREEDOM FOIL Logo	88/197,345	11/16/2018	5,798,891	7/9/2019
32.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	DEDICATED TO FLIGHT	88/072,209	8/9/2018	5,726,288	4/16/2019
33.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	O'BRIEN	75/305,459	6/9/1997	2,147,893	3/31/1998
34.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	O'BRIEN	75/305,097	6/9/1997	2,144,784	3/17/1998
35.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	O'BRIEN	75/305,249	6/9/1997	2,147,892	3/31/1998
36.	Motion Sports of America, LLC f/k/a Motion Sports, LLC	O'BRIEN	75/306,535	6/9/1997	2,144,785	3/17/1998

37.	Barefoot International LLC	FAT SAC	86/374,431	8/22/2017	4,671,940	1/13/2015
38.	Barefoot International LLC	FLY HIGH	86/374,403	8/22/2014	4,723,105	1/13/2015
39.	Barefoot International LLC	SURFSAC	86/471,220	12/4/2014	4,873,019	12/22/2015
40.	Barefoot International LLC	SUPA TSUNAMI	87/435,293	5/3/2017	5,514,951	7/10/2018
41.	Barefoot International LLC	WAVE DESIGN	87/169,866	9/13/2016	5,356,113	12/12/2017
42.	Kent Water Sports, LLC f/k/a Kent Sporting Goods Company, Inc.	BLINDSIDE	75/019,490	11/14/1995	2,377,830	8/15/2000
43.	Kent Water Sports, LLC f/k/a Kent Sporting Goods Company, Inc.	FULL THROTTLE	77/570,135	9/15/2008	3,670,772	8/18/2009
44.	Kent Water Sports, LLC f/k/a Kent Sporting Goods Company, Inc.	FULL THROTTLE	74/800,283	1/19/1990	1,685,802	5/5/1992
45.	Kent Water Sports, LLC f/k/a Kent Sporting Goods Company, Inc.	KIDDER	74/659,069	4/11/1995	2,056,024	4/22/1997
46.	HO Sports Company, LLC	ACCURATE	74062465	5/24/1990	1679034	3/10/1992
47.	HO Sports Company, LLC	EXTREME	78284167	8/6/2003	2866887	7/27/2004
48.	HO Sports Company, LLC	HO	74438932	9/22/1993	1861046	11/1/1994
49.	HO Sports Company, LLC	HO	74423977	8/11/1993	1861871	11/8/1994
50.	HO Sports Company, LLC	HO and Design	87579563	8/22/2017	5782376	6/18/2019
51.	HO Sports Company, LLC	HYPER LITE	74131272	1/17/1991	1676899	2/25/1992
52.	HO Sports Company, LLC	HYPER LITE	74131271	1/17/1991	1987363	7/16/1996
53.	HO Sports Company, LLC	HYPERLITE	78661185	6/29/2005	3336282	11/13/2007

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