

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RA Outdoors, LLC		04/08/2021	Limited Liability Company: DELAWARE
ReserveAmerica LLC		04/08/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Loan Admin Co LLC, as Collateral 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: 12

Property Type	Number	Word Mark
Registration Number:	2669497	RESERVEAMERICA
Registration Number:	2849259	RESERVE AMERICA
Registration Number:	5668516	
Registration Number:	5687295	ASPIRA ONE
Registration Number:	5801998	ASPIRA FOCUS
Registration Number:	5885995	ASPIRA
Registration Number:	6006697	TRIPSTER
Registration Number:	6006698	TRIPSTER
Registration Number:	6006699	
Registration Number:	3063396	RESERVEDIRECT
Registration Number:	5226757	RESERVE DIRECT
Registration Number:	5338158	

CORRESPONDENCE DATA

Fax Number: 2156562498

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

Phone: 215-656-3381
Email: pto.phil@dlapiper.com
Correspondent Name: IP GROUP OF DLA PIPER LLP (US)
Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 5000
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER: William L. Bartow

SIGNATURE: /williamlbartow/

DATE SIGNED: 04/08/2021

Total Attachments: 6

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2021 (this “Security Interest”), is made by RA Outdoors, LLC, a Delaware limited liability company, and ReserveAmerica LLC, a Delaware limited liability company (individually and collectively, the “Grantor”), in favor of LOAN ADMIN CO LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with a principal office at 2200 Atlantic Street, Suite 501, Stamford, CT 06902 (the “Grantee”).

WHEREAS, the Grantor and Grantee, among others, have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of April 8, 2021 (as amended, modified, restated and/or supplemented 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, and continuing lien on, 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 the Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by the 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 the Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by the 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. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. Section 14.08 of the Credit Agreement is hereby incorporated by reference, mutatis mutandis.

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.

RA Outdoors, LLC,
as Grantor

By: Daniel Cohen
Name: Daniel Cohen
Title: Vice President

ReserveAmerica LLC
as Grantor

By: Daniel Cohen
Name: Daniel Cohen
Title: Vice President






[Signature Page to Trademark Security Agreement (Alpine)]

TRADEMARK
REEL: 007250 FRAME: 0768

LOAN ADMIN CO LLC,
as Collateral Agent and Grantee

By: 
Name: Sean Chao
Title: Authorized Signatory

SCHEDULE A

TRADEMARK	REG. NO.	REG. DATE	OWNER
RESERVEAMERICA	2669497	12/31/2002	RA Outdoors, LLC
	2849259	6/1/2004	RA Outdoors, LLC
	5668516	2/5/2019	RA Outdoors, LLC
ASPIRA ONE	5687295	2/26/2019	RA Outdoors, LLC
ASPIRA FOCUS	5801998	7/9/2019	RA Outdoors, LLC
ASPIRA	5885995	10/15/2019	RA Outdoors, LLC
TRIPSTER	6006697	3/10/2020	RESERVEAMERICA LLC
TRIPSTER	6006698	3/10/2020	RESERVEAMERICA LLC
	6006699	3/10/2020	RESERVEAMERICA LLC
RESERVEDIRECT	3063396	2/28/2006	RESERVEAMERICA LLC
	5226757	6/20/2017	RESERVEAMERICA LLC
	5338158	11/21/2017	RESERVEAMERICA LLC