

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641230

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cleats LLC		04/22/2021	Limited Liability Company: DELAWARE
GCI Outdoor LLC		04/22/2021	Limited Liability Company: DELAWARE
Pride Manufacturing Company, LLC		04/22/2021	Limited Liability Company: WISCONSIN
Softspikes, LLC		04/22/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive
Internal Address:	36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Serial Number:	86539828	PIVIX
Serial Number:	86204799	SLIM-LOK
Serial Number:	86035195	CHAMP HELIX
Serial Number:	85333843	FLY TEE
Serial Number:	85151430	CHAMP CATALYST
Serial Number:	85109174	ZARMA
Serial Number:	78234446	CHAMP SCORPION STINGER
Serial Number:	76073206	SCORPIONSPIKES
Serial Number:	76036505	ARACHNATRACTION
Serial Number:	75932453	TRI-LOK
Serial Number:	75395255	Q-LOK
Serial Number:	73440494	CHAMP
Serial Number:	90579429	COMFORTGO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88590664	FREESTYLE ROCKER
Serial Number:	87289114	GCI OUTDOOR
Serial Number:	87206958	GCI
Serial Number:	87207025	GCI WATERSIDE
Serial Number:	86755956	GCI OUTDOOR
Serial Number:	75548512	QUIK-E-SEAT
Serial Number:	75221900	EVERYWHERE CHAIR
Serial Number:	90279023	ORCA
Serial Number:	88470607	CHAMP
Serial Number:	86956638	PODSTER
Serial Number:	86934192	MATCHPAK
Serial Number:	86915574	PRIDE EVOLUTION
Serial Number:	86817519	CHASER
Serial Number:	86816802	CHASERTINI
Serial Number:	86816787	ORCA ROCKET
Serial Number:	86626614	ORCA POD
Serial Number:	86554663	ORCA COOLERS
Serial Number:	85680468	
Serial Number:	85680448	ORCA
Serial Number:	85680457	ORCA
Serial Number:	85468034	DYNACLAWS
Serial Number:	85157089	PRIDESPORTS
Serial Number:	85088531	PRIDESPORTS
Serial Number:	85083098	DP DISTANCE PLUS
Serial Number:	85975097	DP DISTANCE PLUS
Serial Number:	85975096	DISTANCE PLUS
Serial Number:	77885042	TOUR FLEX
Serial Number:	77877242	DISTANCE PLUS
Serial Number:	78623667	RIPSTIXX
Serial Number:	78328726	PRIDE GOLF TEE
Serial Number:	75450754	STEP STIXX
Serial Number:	86699286	SPEED TRAC
Serial Number:	86699298	DYNA-SPEED
Serial Number:	86432511	ULTRA LOCK
Serial Number:	86290489	TORNADO
Serial Number:	86051442	POWER LOCK
Serial Number:	85157071	BLACK WIDOW
Serial Number:	85090634	BLACK WIDOW

Property Type	Number	Word Mark
Serial Number:	77934818	
Serial Number:	77765331	PINS
Serial Number:	77699150	BLACK WIDOW
Serial Number:	76584565	PULSAR
Serial Number:	76506671	
Serial Number:	76424633	SILVER TORNADO
Serial Number:	76066104	CLEATKADDY
Serial Number:	76055321	THE SHADOW
Serial Number:	75869107	DYNAMIC CLEAT TECHNOLOGY
Serial Number:	75672299	BLACK WIDOW
Serial Number:	75574825	SOFTSPIKES
Serial Number:	75571529	BLACK WIDOW
Serial Number:	75424804	SOFTSPIKES
Serial Number:	75978355	SOFTSPIKES

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: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	04/22/2021

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of April 22, 2021, by each of the undersigned "Grantors" (each a "Grantor" and, collectively, the "Grantors"), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, MacNeill Pride Group Corp., a Delaware corporation ("Borrower"), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of April 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of April 22, 2021, by and among Grantee, the Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), each Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest in all of the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit 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, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to such Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the ratable benefit of the Lenders, and hereby reaffirms its grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals¹ thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

¹ NTD: Deleted because this is not a trademark concept.

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

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and 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 of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.


4. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]


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

GRANTORS:

CLEATS LLC, a Delaware limited liability company

By: 
Name: Brian Sudbrink
Title: Treasurer and Secretary


GCI OUTDOOR LLC, a Delaware limited liability company

By: 
Name: Brian Sudbrink
Title: Chief Financial Officer and Secretary

PRIDE MANUFACTURING COMPANY, LLC, a Wisconsin limited liability company

By: 
Name: Brian Sudbrink
Title: Chief Financial Officer and Secretary

SOFTSPIKES, LLC, a Delaware limited liability company

By: 
Name: Brian Sudbrink
Title: Treasurer and Secretary

Agreed and accepted as of
the date first written above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Drew Guyette (pr 18_2021 14:51 COT)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark Registrations/Applications

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
PIVIX	Cleats LLC	86539828	19-FEB-2015	5156683	07-MAR-2017
SLIM-LOK	Cleats LLC	86204799	26-FEB-2014	4863814	01-DEC-2015
CHAMP HELIX	Cleats LLC	86035195	12-AUG-2013	5166696	21-MAR-2017
FLY TEE	Cleats LLC	85333843	31-MAY-2011	4090437	24-JAN-2012
CHAMP CATALYST	Cleats LLC	85151430	13-OCT-2010	4547866	10-JUN-2014
ZARMA	Cleats LLC	85109174	17-AUG-2010	3972006	31-MAY-2011
CHAMP SCORPION STINGER	Cleats LLC	78234446	07-APR-2003	3786209	04-MAY-2010
SCORPIONSPIKES	Cleats LLC	76073206	19-JUN-2000	2793499	16-DEC-2003
ARACHNATRACTION	Cleats LLC	76036505	27-APR-2000	2553873	26-MAR-2002
TRI-LOK	Cleats LLC	75932453	01-MAR-2000	2493532	25-SEP-2001
Q-LOK	Cleats LLC	75395255	24-NOV-1997	2300605	14-DEC-1999
CHAMP	Cleats LLC	73440494	22-AUG-1983	1327086	26-MAR-1985
COMFORTGO	GCI Outdoor LLC	90579429	15-MAR-2021	N/A	N/A
FREESTYLE ROCKER	GCI Outdoor LLC	88590664	23-AUG-2019	N/A	N/A
GCI OUTDOOR	GCI Outdoor LLC	87289114	04-JAN-2017	5284443	12-SEP-2017
GCI	GCI Outdoor LLC	87206958	18-OCT-2016	6008245	10-MAR-2020
GCI WATERSIDE	GCI Outdoor LLC	87207025	18-OCT-2016	5254698	01-AUG-2017
GCI OUTDOOR	GCI Outdoor LLC	86755956	14-SEP-2015	4963756	24-MAY-2016
QUIK-E-SEAT	GCI Outdoor LLC	75548512	08-SEP-1998	2278144	14-SEP-1999
EVERYWHERE CHAIR	GCI Outdoor LLC	75221900	06-JAN-1997	2144358	17-MAR-1998
ORCA	Pride Manufacturing Company, LLC	90279023	26-OCT-2020	N/A	N/A
CHAMP	Pride Manufacturing Company,	88470607	12-JUN-2019	N/A	N/A

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
	LLC				
PODSTER	Pride Manufacturing Company, LLC	86956638	29-MAR-2016	5196995	02-MAY-2017
MATCHPAK	Pride Manufacturing Company, LLC	86934192	09-MAR-2016	5063535	18-OCT-2016
PRIDE EVOLUTION	Pride Manufacturing Company, LLC	86915574	22-FEB-2016	5049578	27-SEP-2016
CHASER	Pride Manufacturing Company, LLC	86817519	12-NOV-2015	5158808	14-MAR-2017
CHASERTINI	Pride Manufacturing Company, LLC	86816802	11-NOV-2015	5142913	14-FEB-2017
ORCA ROCKET	Pride Manufacturing Company, LLC	86816787	11-NOV-2015	5142912	14-FEB-2017
ORCA POD	Pride Manufacturing Company, LLC	86626614	12-MAY-2015	4915302	08-MAR-2016
ORCA COOLERS	Pride Manufacturing Company, LLC	86554663	05-MAR-2015	4844630	03-NOV-2015
<i>Design Only</i>	Pride Manufacturing Company, LLC	85680468	18-JUL-2012	4918413	15-MAR-2016
ORCA	Pride Manufacturing Company, LLC	85680448	18-JUL-2012	4902152	16-FEB-2016
ORCA	Pride Manufacturing Company, LLC	85680457	18-JUL-2012	4902153	16-FEB-2016
DYNACLAWS	Pride Manufacturing Company, LLC	85468034	09-NOV-2011	4889748	19-JAN-2016
PRIDESPORTS	Pride Manufacturing Company, LLC	85157089	20-OCT-2010	4183872	31-JUL-2012

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
PRIDESPORTS	Pride Manufacturing Company, LLC	85088531	20-JUL-2010	3904487	11-JAN-2011
DP DISTANCE PLUS	Pride Manufacturing Company, LLC	85083098	13-JUL-2010	4283361	29-JAN-2013
DP DISTANCE PLUS	Pride Manufacturing Company, LLC	85975097	13-JUL-2010	3949416	19-APR-2011
DISTANCE PLUS	Pride Manufacturing Company, LLC	85975096	25-MAY-2010	3949415	19-APR-2011
TOUR FLEX	Pride Manufacturing Company, LLC	77885042	03-DEC-2009	3915100	01-FEB-2011
DISTANCE PLUS	Pride Manufacturing Company, LLC	77877242	20-NOV-2009	4301669	12-MAR-2013
RIPSTIXX	Pride Manufacturing Company, LLC	78623667	05-MAY-2005	3170784	14-NOV-2006
PRIDE GOLF TEE	Pride Manufacturing Company, LLC	78328726	17-NOV-2003	2994326	13-SEP-2005
STEP STIXX	Pride Manufacturing Company, LLC	75450754	16-MAR-1998	2221754	02-FEB-1999
SPEED TRAC	Softspikes, LLC	86699286	21-JUL-2015	5296922	26-SEP-2017
DYNA-SPEED	Softspikes, LLC	86699298	21-JUL-2015	5296922	26-SEP-2017
ULTRA LOCK	Softspikes, LLC	86432511	23-OCT-2014	5251526	25-JUL-2017
TORNADO	Softspikes, LLC	86290489	23-MAY-2014	4814000	15-SEP-2015
POWER LOCK	Softspikes, LLC	86051442	29-AUG-2013	5218760	06-JUN-2017
BLACK WIDOW	Softspikes, LLC	85157071	20-OCT-2010	4027070	13-SEP-2011
BLACK WIDOW	Softspikes, LLC	85090634	22-JUL-2010	4029769	20-SEP-2011
<i>Design Only</i>	Softspikes, LLC	77934818	12-FEB-2010	3849925	21-SEP-2010

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
PINS	Softspikes, LLC	77765331	22-JUN-2009	3955350	03-MAY-2011
BLACK WIDOW	Softspikes, LLC	77699150	25-MAR-2009	3791235	18-MAY-2010
PULSAR	Softspikes, LLC	76584565	02-APR-2004	2978029	26-JUL-2005
<i>Design Only</i>	Softspikes, LLC	76506671	14-APR-2003	3396821	18-MAR-2008
SILVER TORNADO	Softspikes, LLC	76424633	21-JUN-2002	3071383	21-MAR-2006
CLEATKADDY	Softspikes, LLC	76066104	08-JUN-2000	2473474	31-JUL-2001
THE SHADOW	Softspikes, LLC	76055321	24-MAY-2000	2489462	11-SEP-2001
DYNAMIC CLEAT TECHNOLOGY	Softspikes, LLC	75869107	10-DEC-1999	2483620	28-AUG-2001
BLACK WIDOW	Softspikes, LLC	75672299	31-MAR-1999	2790022	09-DEC-2003
SOFTSPIKES	Softspikes, LLC	75574825	21-OCT-1998	4255607	11-DEC-2012
BLACK WIDOW	Softspikes, LLC	75571529	16-OCT-1998	2763063	16-SEP-2003
SOFTSPIKES	Softspikes, LLC	75424804	28-JAN-1998	3979845	21-JUN-2011
SOFTSPIKES	Softspikes, LLC	75978355	27-JAN-1998	2278540	14-SEP-1999