

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHINO RACK AUSTRALIA PTY LTD		08/30/2021	Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4065139	RHINO RACK	
Serial Number:	87478411	BATWING	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-30115		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	09/14/2021		
Total Attachments: 5			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of August 30, 2021 by and from RHINO RACK AUSTRALIA PTY LTD, a company incorporated in Australia and registered in Victoria (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent and security trustee for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, CLARUS CORPORATION, a Delaware corporation (the “Company”), BLACK DIAMOND RETAIL, INC., a Delaware corporation (“BDR”), BLACK DIAMOND RETAIL – ALASKA, LLC, a Delaware limited liability company (“BDR-AK”), SIERRA BULLETS, L.L.C., a Delaware limited liability company (“Sierra”), SKINOURISHMENT, LLC, a Delaware limited liability company (“Skin”), BLACK DIAMOND RETAIL – COLORADO, LLC, a Delaware limited liability company (“BDR-CO”), BLACK DIAMOND RETAIL – MONTANA, LLC, a Delaware limited liability company (“BDR-MO”), BLACK DIAMOND RETAIL – WYOMING, LLC, a Delaware limited liability company (“BDR-WY”) and BARNES BULLETS – MONA, LLC, a Delaware limited liability company (“Barnes” and, together with the Company, BDR, BDR-AK, Sierra, Skin, BDR-CO, BDR-WY and BDR-MO, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, and the Grantee as administrative agent for the Lenders (in such capacity, the “Administrative Agent”) have entered into a Credit Agreement dated as of May 3, 2019, (as amended by a certain First Amendment to Credit Agreement, dated May 28, 2019, as amended by a certain Second Amendment to Credit Agreement, dated as of November 12, 2020, as amended by a certain Third Amendment to Credit Agreement, dated as of July 1, 2021, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and the Grantee have entered into a Supplement to Pledge and Security Agreement dated as of August 30, 2021 (the “Security Agreement Supplement”) pursuant to which the Grantor became a party to that certain Pledge and Security Agreement dated as of May 3, 2019 (as supplemented by the Security Agreement Supplement and may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon Payment in Full, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.


3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

This document is executed as a deed poll in favour of JPMorgan Chase Bank, N.A., as Administrative Agent and security trustee.

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by Rhino Rack Australia Pty Ltd (ACN 122 680 639):



Director Signature

Aaron J. Kuhne

Print Name

Director/Secretary Signature

Richard Cropley

Print Name

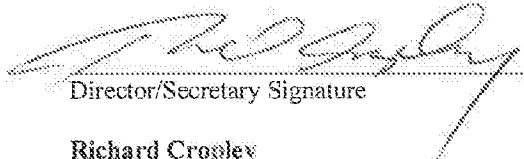
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Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by Rhino Rack Australia Pty Ltd (ACN 122 680 639):

.....
Director Signature

Aaron J. Kuehne
Print Name


.....
Director/Secretary Signature

Richard Cropley
Print Name

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Application No. / Application Date	Registration No. / Registration Date
VORTEX	79290982 10-JUL-2020	6358507 25-MAY-2021
SUNSEEKER	79285810 17-APR-2020	6350638 18-MAY-2021
RHINO-RACK	79257841 20-FEB-2019	6218830 15-DEC-2020
BATWING	79254488 11-FEB-2019	6337213 04-MAY-2021
ROC25 	79220299 13-SEP-2017	5526987 31-JUL-2018
DUAL TREKKER	79164060 12-NOV-2014	4911203 08-MAR-2016
RHINO-RACK 	79159778 13-OCT-2014	5352476 12-DEC-2017
RHINO-RACK BACKBONE 	79155372 26-JUN-2014	4741424 26-MAY-2015
STEALTH BAR	79141322 13-NOV-2013	6177033 20-OCT-2020
RHINO RACK 	77947036 01-MAR-2010	4065139 06-DEC-2011
PIONEER	79286555 17-APR-20	6413519 13-JUL-21
BATWING 	87478411 07-JUNE-17	
RECONN-DECK NS BAR	79315265 22-APR-21	
RECONN-DECK 	79310310 10-FEB-21	

Exhibit A