

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTDOOR ADVENTURE BRANDS, LLC		09/29/2021	Limited Liability Company: DELAWARE
AUSTIN KAYAK, LLC		09/29/2021	Limited Liability Company: DELAWARE
SUMMIT SPORTS LLC		09/29/2021	Limited Liability Company: DELAWARE
OAB ACK, LLC		09/29/2021	Limited Liability Company: DELAWARE
SNOW SPORTS DEALS, LLC		09/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAGLE FUND III, LP		
Street Address:	1 BRENTWOOD, SUITE 1550		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Partnership: MISSOURI		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4519966	ACK	
Registration Number:	5773200	OSO BAY	
Registration Number:	5803185	5TH ELEMENT	
Registration Number:	2941703	SUMMIT SPORTS	
Registration Number:	2496255	SUMMIT SPORTS	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bcplaw.com		
Correspondent Name:	Bryan Cave Leighton Paisner		

CH \$140.00 4519966

Address Line 1: 211 North Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 1048455.35

NAME OF SUBMITTER: Jill Doverspike Giorgio

SIGNATURE: /Jill Doverspike Giorgio/

DATE SIGNED: 10/04/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of September 29, 2021 is entered into by and among **OUTDOOR ADVENTURE BRANDS, LLC**, a Delaware limited liability company (“Outdoor”), **AUSTIN KAYAK, LLC**, a Delaware limited liability company (“Austin Kayak”), **SUMMIT SPORTS LLC**, a Delaware limited liability company (“Summit”), **OAB ACK, LLC**, a Delaware limited liability company (“OAB ACK”), and **SNOW SPORTS DEALS, LLC**, a Delaware limited liability company (“Snow Sports”, and together with Outdoor, Austin Kayak, Summit and OAB ACK, each a “Grantor”, and collectively the “Grantors”) and **EAGLE FUND III, LP** (the “Assignee”), as, as Collateral Agent for the Lenders pursuant to that certain Security and Pledge Agreement, dated March 2, 2015, among the Assignee and the Grantors (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and pursuant to that certain Investment Agreement, dated March 2, 2015, among the Assignee and the Grantors (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Investment Agreement”).

WHEREAS, pursuant to the Security Agreement, the Grantors have granted in favor of Assignee a security interest in certain Collateral, including the Copyrights, Patents, Trademarks and Internet domain names set forth on Schedules A–D respectively, hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Investment Agreement, as applicable. In addition, the following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule A hereto), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Copyrights and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

“Patents” means all of the following included in the Collateral: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues, reexaminations and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule B, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule B, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule C hereto, and (ii) the right to obtain all renewals thereof.

2. Grant of Security Interest.

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Security Agreement, each Grantor hereby grants to the Assignee a security interest in all of each Grantor's right, title and interest in, to and under the Copyrights, Patents, Trademarks, and Internet domain names, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Obligations.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Copyrights existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of Grantor's United States Patents existing as of the date hereof. Schedule C hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. Schedule D hereto contains a true and accurate list of all of Grantor's Internet domain names existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Investment Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon written notice to and written consent (including consent by e-mail) by each Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of any schedule hereto, to add any right, title or interest in any Copyright, Patent, or Trademark owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Copyright, Patent or Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Security Agreement.

4. Recordation.

Each Grantor authorizes the United States Copyright Offices, the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

5. Applicable Law.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

6. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by fax or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Loan Documents. Any party delivering an executed counterpart of any such agreement by fax or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart to the other party upon request, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

7. Successors and Assigns.

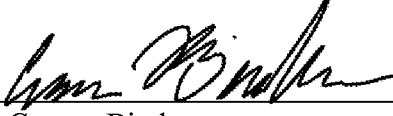
This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


GRANTORS:

OUTDOOR ADVENTURE BRANDS, LLC

By: 
Name: Carson Biederman
Title: President and Manager

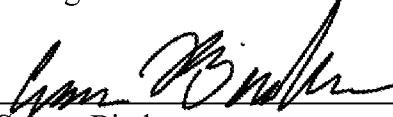
AUSTIN KAYAK, LLC

By: Outdoor Adventure Brands, LLC, its Sole
Manager and Sole Member

By: 
Name: Carson Biederman
Title: President and Manager

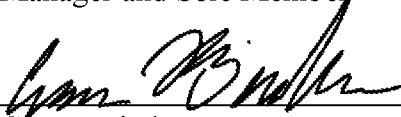
SUMMIT SPORTS LLC

By: Outdoor Adventure Brands, LLC, its Sole
Manager and Sole Member

By: 
Name: Carson Biederman
Title: President and Manager

OAB ACK, LLC

By: Outdoor Adventure Brands, LLC, its Sole
Manager and Sole Member

By: 
Name: Carson Biederman
Title: President and Manager

SNOW SPORTS DEALS, LLC

By: Outdoor Adventure Brands, LLC, its Sole
Manager and Sole Member

By: _____

Name: Carson Biederman

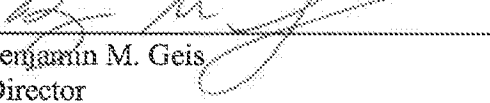
Title: President and Manager

ASSIGNEE:

EAGLE FUND III, LP,
as Collateral Agent for the Lenders

By: EAGLE FUND III PARTNERS, LLC
Its: General Partner

By: EAGLE PRIVATE CAPITAL, LLC
Its: Agent

By: 
Name: Benjamin M. Geis
Title: Director

Schedule A to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Copyrights

None.

Schedule B to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registrations of Patent and Patent Applications

None.

Schedule C to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Trademark	Owner	Jurisdiction of Registration	Registration/Serial Number
ACK Logo	Austin Kayak, LLC	United States	4,519,966; Reg. Date April 29, 2014
“OSO BAY”	Summit Sports LLC	United States	5773200; Reg. Date June 11, 2019
“5 TH ELEMENT”	Summit Sports LLC	United States	5803185; Reg. Date July 16, 2019
Summit Sports Logo	Summit Sports LLC	United States	2941703; Reg. Date April 19, 2005
“SUMMIT SPORTS”	Summit Sports LLC	United States	2496255; Reg Date October 9, 2001 and renewed on 9/2/2011

Schedule D to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Internet Domain Names

Domain Name	Status	Expiration Date
ack-services.com	Active	3/18/2022
ack.com	Active	5/8/2022
ackcamping.com	Active	10/26/2021
ackclimbing.com	Active	1/17/2022
ackcrew.com	Active	4/2/2022
ackfans.com	Active	4/16/2022
ackoutlet.com	Active	10/6/2021
ackpooch.com	Active	10/8/2021
acksup.com	Active	8/9/2021
austincanoeandkayak.com	Active	4/6/2022
austinkayak.com	Active	6/23/2026
austinkayakfishing.com	Active	5/11/2022
austinkayaks.com	Active	1/20/2022
austinoutdoorgear.com	Active	4/6/2022
austinpaddling.com	Active	2/17/2022
canoesport.com	Active	1/23/2022
emorypeak.com	Expired domain hold	7/13/2021
fishkats.com	Active	11/22/2021
kayakanglerstournamentseries.com	Active	11/22/2021
kayakaustin.com	Active	4/6/2022
kayakingapparel.com	Active	1/1/2022
nationalkayakday.com	Active	2/18/2022
nationalkayakfishingday.com	Active	8/27/2021
osobay.com	Active	11/15/2021
rackboys.com	Active	1/7/2022
shopdagger.com	Active	3/20/2022
shopharmonygear.com	Active	3/20/2022
shopkats.com	Active	11/23/2021
shopperceptionkayaks.com	Active	3/20/2022
shopwavesport.com	Active	3/20/2022
shopwildernesssystems.com	Active	3/20/2022
shopwildy.com	Active	6/5/2022
texasislandclub.com	Active	12/9/2021
yakr.us	Active	12/29/2021
5THELEMENTSKATES.COM	Active	3/7/2022
5THELEMENTSKIS.COM	Active	1/1/2022
5THELEMENTSNOW.COM	Active	1/1/2022
5THELEMENTSNOWBOARDS.COM	Active	1/1/2022

5THELEMENTSPORTS.COM	Active	3/6/2022
BARGAINSPORTSUSA.COM	Active	1/1/2022
CAMPGEAR.COM	Active	1/1/2023
DONTHOMASSPORTHAUS.COM	Active	1/1/2022
DONTHOMASSPORTHOUSE.COM	Active	1/1/2022
gdmig-5thelementsnow.com	DNSInfo - Active	
INLINESKATE.NET	Active	1/1/2022
INLINESKATES.CO	Active	7/20/2022
INLINESKATES.COM	Active	1/1/2023
INLINESKATES.NET	Active	1/1/2022
KIDSSKIS.COM	Active	1/1/2022
outdooradventurebrands.com	Active	4/3/2022
passporttoride.com	Active	8/25/2022
ROLLERBLADES.CO	Active	7/21/2022
SKATEAGGRESIVE.COM	Active	12/31/2021
SKATEAGGRESSIVE.COM	Active	1/1/2022
SKI-O-PEDIA.COM	Active	1/1/2022
SKIIS.COM	Active	1/1/2022
SKIOPEDIA.COM	Active	1/1/2022
SKIS.CO	Active	7/20/2022
SKIS.COM	Active	1/1/2023
SKIS.NET	Active	11/1/2021
SKIS.ORG	Active	6/26/2022
SKIS.TV	Active	4/13/2022
SKISPERIENCE.COM	Active	12/10/2021
SKIWAX.COM	Active	1/1/2022
SNOWBOARDS.CO	Active	7/20/2022
SNOWBOARDS.COM	Active	1/1/2023
SNOWBOARDS.NET	Active	1/1/2022
SNOWSHOES.NET	Active	1/1/2022
snowsportdeals.com	Active	8/15/2021
SPORTSSPECIALISTS.COM	Active	1/1/2022
SSI-SPORTS.COM	Active	1/1/2022
SSISPORTS.COM	Active	1/1/2022
SUMMITDEMO.COM	Active	1/1/2022
SUMMITDEMOS.COM	Active	1/1/2022
SUMMITKAYAKDEMO.COM	Active	1/1/2022
SUMMITKAYAKDEMOS.COM	Active	1/1/2022
SUMMITONLINE.COM	Active	1/1/2023
SUMMITREWARDSCLUB.COM	Active	1/1/2022
SUMMITSPORTS.CO	Active	3/28/2022
SUMMITSPORTS.COM	Active	10/8/2022
SUMMITSPORTS.US	Active	9/27/2021

SUMMITSPORTSCLUB.COM	Active	1/1/2022
SUMMITSPORTSDEMO.COM	Active	1/1/2022
SUMMITSPORTSDEMOS.COM	Active	1/1/2022
SUMMITSPORTSGIFTCARDS.COM	Active	1/1/2022
SUMMITSPORTSINC.COM	Active	1/1/2022
SUMMITSPORTSKAYAKDEMO.COM	Active	1/1/2022
SUMMITSPORTSKAYAKDEMOS.COM	Active	1/1/2022
SUMMITSPORTSOUTDOORS.COM	Active	1/1/2022
ultimateskiexperience.com	Active	11/18/2022
ultimatesnowexperience.com	Active	7/26/2022
WATEROUTFITTER.COM	Active	1/1/2022
WATEROUTFITTERS.COM	Active	1/1/2023
WOMENSSKIS.COM	Active	1/1/2022

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