

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOTE, LLC		10/21/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	2361 MORSE ROAD		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43229		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6107331	BOTE	
Registration Number:	6225102	DRIFT	
Registration Number:	6051132	RACKHAM	
Registration Number:	5774121	BOTEDOCK	
Registration Number:	5343078	POWERBOARD	
Registration Number:	5664005	BOTE	
Registration Number:	5265922	GATORSHELL	
Registration Number:	5157664	KULA	
Registration Number:	4954472	STAND APART	
Serial Number:	90802450	HANGOUT	
Serial Number:	90798543	HANGOUT	
Serial Number:	90793834	B	
Serial Number:	90630746	ZEPPELIN	
Serial Number:	90598307	MAGNEPOD	
Serial Number:	90500119	BREEZE	
Serial Number:	88916064	BOTE	
Serial Number:	88912113	EVERYTHING BUT THE WATER	
Serial Number:	87716002	ROVER	

OP \$465.00 6107331

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:** jfergus@mcdonaldhopkins.com**Correspondent Name:** Jonathan M. Fergus**Address Line 1:** 600 Superior Avenue, East, Suite 2100**Address Line 4:** Cleveland, OHIO 44114

NAME OF SUBMITTER:	Jonathan M. Fergus
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SIGNATURE:	/Jonathan M. Fergus/
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DATE SIGNED:	10/29/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 21, 2021 (this “**Agreement**”), is made by **BOTE, LLC**, a Florida limited liability company (“**Grantor**”) 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 December 31, 2020 (as amended by the First Amendment to Credit and Security Agreement dated as of February 19, 2021, as further amended by the Second Amendment to Credit and Security Agreement dated as of June 4, 2021, as further amended by the Third Amendment to Credit and Security Agreement dated as of August 6, 2021, as amended by the Fourth Amendment (defined below), and as the same may be further 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 the Borrowers, the other Loan Parties thereto and Lender; and

WHEREAS, pursuant to that certain Fourth Amendment to Credit and Security Agreement, dated as of the date hereof (the “**Fourth Amendment**”), Grantor agreed to be a Borrower for all applicable purposes under the Credit Agreement and the other Loan Documents; and

WHEREAS, in accordance with the provisions of the Credit Agreement, 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 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 Grantor 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, Grantor hereby grants to Lender a security interest in and continuing lien on all of 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, Grantor hereby agrees to amend Schedule 1 hereto to include any future U.S. Trademark registrations and applications for registration of 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, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

"GRANTOR":

BOTE, LLC

By: 
Name: Matthew Eby
Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY
LENDER:**

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

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

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

"GRANTOR":

BOTE, LLC

By: _____
Name: Corey Michael Cooper
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY
LENDER:

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

By: Elizabeth Murray
Name: Elizabeth Murray
Title: Senior Vice President

Schedule 1

UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
BOTE 	6107331	21-JUL-2020
DRIFT	6225102	22-DEC-2020
RACKHAM	6051132	12-MAY-2020
BOTEDOCK	5774121	11-JUN-2019
POWERBOARD	5343078	21-NOV-2017
BOTE 	5664005	29-JAN-2019
GATORSHELL	5265922	15-AUG-2017
KULA 	5157664	07-MAR-2017
STAND APART	4954472	10-MAY-2016

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Application Number	Filing Date
HANGOUT	90802450	29-JUN-2021
HANGOUT	90798543	28-JUN-2021

B 	90793834	24-JUN-2021
ZEPPELIN	90630746	07-APR-2021
MAGNEPOD	90598307	23-MAR-2021
BREEZE	90500119	31-JAN-2021
BOTE 	88916064	14-MAY-2020
EVERYTHING BUT THE WATER 	88912113	12-MAY-2020
ROVER	87716002	11-DEC-2017

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