# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM689330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DAS LABS LLC d/b/a BUCKED UP		11/17/2021	Limited Liability Company: UTAH

# **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association
Street Address:	333 South Grand Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Association: UNITED STATES

# **PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	90845652	BUCK BREW
Serial Number:	90793922	BIG GAME ENERGY
Serial Number:	90793871	BIG GAME ENERGY
Serial Number:	90793853	BIG GAME ENERGY
Serial Number:	90710416	FUEL MY LIFE
Serial Number:	90710404	FUEL MY LIFE
Serial Number:	90710386	FUEL MY LIFE
Serial Number:	90710201	BAMF
Serial Number:	90579182	BUCK SHOT
Serial Number:	90029518	BUCK BAR
Registration Number:	6463988	OPAF
Serial Number:	88658451	BUCKED UP
Serial Number:	88632707	SMASH ENERGY
Registration Number:	6246080	BUMPED UP
Registration Number:	5896088	BUCK SEASON
Registration Number:	5775112	BUMPED UP
Registration Number:	5643607	RACKED
Registration Number:	5681225	
Registration Number:	5667089	BUCKED UP
		TRADEMARK

REEL: 007500 FRAME: 0544 900657503

Property Type	Number	Word Mark
Registration Number:	5662201	#GETBUCKEDUP
Registration Number:	5654281	WOKE AF
Registration Number:	5614398	
Registration Number:	5591199	#GETBUCKEDUP
Registration Number:	5504291	WOKE
Registration Number:	5302896	RACKED
Registration Number:	5142781	BUCKED UP
Registration Number:	5206537	DEER ANTLER SPRAY

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Nancy.Wiford@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	11/17/2021

### **Total Attachments: 6**

source=WF\_Das Labs - Executed - Trademark Security Agreement#page1.tif source=WF\_Das Labs - Executed - Trademark Security Agreement#page2.tif source=WF\_Das Labs - Executed - Trademark Security Agreement#page3.tif source=WF\_Das Labs - Executed - Trademark Security Agreement#page4.tif source=WF\_Das Labs - Executed - Trademark Security Agreement#page5.tif source=WF\_Das Labs - Executed - Trademark Security Agreement#page6.tif

TRADEMARK REEL: 007500 FRAME: 0545

### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** ("<u>Trademark Security Agreement</u>"), dated as of November 17, 2021, is made by **DAS LABS LLC d/b/a BUCKED UP**, a Utah limited liability company ("<u>Grantor</u>") in favor of **WELLS FARGO BANK NATIONAL ASSOCIATION** ("<u>Lender</u>"), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "<u>Credit Agreement</u>"), by and between Grantor and Lender.

**WHEREAS,** pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Security Agreement") as security for Grantor's obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("<u>USPTO</u>").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

- 1. <u>Defined Terms</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>Grant of Security</u>. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):
- (a) the Trademarks and Trademark applications set forth on <u>Schedule 1</u> hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "<u>Trademarks</u>");
- (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 3. <u>Recordation</u>. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

TRADEMARK
REEL: 007500 FRAME: 0546

- 4. <u>Other Documents</u>. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- 5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- 6. <u>Successors and Assigns</u>. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- 8. <u>Disputes</u>. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

2

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

DAS LABS LLC d/b/a BUCKED UP,

as a Grantor

Same: Plant Conse ma

Title:

[Signature Page to Trademark Security Agreement (DAS Labs)]

# AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Lender

By:

Name: Wes Takeuchi Title: Authorized Signatory

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

	Serial No.	Registration No.	Word Mark
1.	90845652		BUCK BREW
2.	90793922		BIG GAME ENERGY
3.	90793871		BIG GAME ENERGY
4.	90793853		BIG GAME ENERGY
5.	90710416		FUEL MY LIFE
6.	90710404		FUEL MY LIFE
7.	90710386		FUEL MY LIFE
8.	90710201		BAMF
9.	90579182		BUCK SHOT
10.	90029518		BUCK BAR
11.	88185528	6463988	OPAF
12.	88658451		BUCKED UP
13.	88632707		SMASH ENERGY
14.	88183569	6246080	BUMPED UP
15.	88392845	5896088	BUCK SEASON
16.	88183520	5775112	BUMPED UP
17.	88016067	5643607	RACKED
18.	87406974	5681225	(DESIGN ONLY)
19.	87406965	5667089	BUCKED UP
20.	87439565	5662201	#GETBUCKEDUP
21.	87920303	5654281	WOKE AF
22.	87406918	5614398	(DESIGN ONLY)
23.	87439561	5591199	#GETBUCKEDUP
24.	87408957	5504291	WOKE
25.	87115497	5302896	RACKED
26.	86792503	5142781	BUCKED UP
27.	86792490	5206537	DEER ANTLER SPRAY

6687254.3

**RECORDED: 11/19/2021** 

[Schedule 1 - Trademark Security Agreement]