

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689735

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	6

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Recollect Threads Ltd.		11/19/2021	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5915836	LOCALE OUTDOOR
Registration Number:	5962385	LOCALE
Registration Number:	4239995	LOCALE
Registration Number:	4428309	RT
Registration Number:	4424891	

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 2129096000

Email: trademarks@debevoise.com

Correspondent Name: Marta Poplawski, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Marta Poplawski
SIGNATURE:	/Marta Poplawski/

CH \$140.00 5915836

DATE SIGNED:	11/22/2021
---------------------	------------

Total Attachments: 5

source=6_executed_2L TM Notice Grant_Recollect Threads to Barclays#page1.tif

source=6_executed_2L TM Notice Grant_Recollect Threads to Barclays#page2.tif

source=6_executed_2L TM Notice Grant_Recollect Threads to Barclays#page3.tif

source=6_executed_2L TM Notice Grant_Recollect Threads to Barclays#page4.tif

source=6_executed_2L TM Notice Grant_Recollect Threads to Barclays#page5.tif

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of November 19, 2021, made by Recollect Threads Ltd. (the “Grantor”), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the Second Lien Cash Flow Credit Agreement, dated as of March 11, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Parent Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes Grantor; and

WHEREAS, in connection with the Credit Agreement, the Parent Borrower, the Subsidiary Borrowers and the other parties thereto have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of March 11, 2021, (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to an Assumption Agreement, dated as of the date hereof, Grantor has become a party to the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all Trademarks now owned or at any time

hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

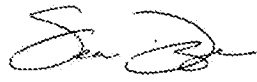
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RECOLLECT THREADS LTD.

By: James Shannon
Name: James Shannon
Title: President

[Signature Page to Second Lien Notice and Confirmation of Security Interest in Trademarks]

BARCLAYS BANK PLC
as Agent

By: 
Name: Sean Duggan
Title: Vice President

SCHEDULE I

Trademark Registrations

Trademark	Registration Number	Serial Number	Owner
LOCALE OUTDOOR	5915836	87960911	Recollect Threads Ltd.
LOCALE	5962385	87960909	Recollect Threads Ltd.
LOCALE	4239995	85010894	Recollect Threads Ltd.
RT (stylized)	4428309	85864765	Recollect Threads Ltd.
SKIER Logo	4424891	85864734	Recollect Threads Ltd.