

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KWIK TEK INC.		12/01/2021	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	MUZINICH BDC, INC.		
Street Address:	450 Park Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Serial Number:	90808691	YUKON CHARLIE'S	
Serial Number:	90808708		
Serial Number:	90403677		
Serial Number:	90271357	YUKON CHARLIE'S	
Serial Number:	97076715	FLOAT ON	
Serial Number:	97076647	FLOAT ON	
Registration Number:	4726470	AIRHEAD SUP	
Registration Number:	4797971	FLIPOUT	
Registration Number:	4797815	EZ UP	
Registration Number:	4059307	SPORTSSTUFF	
Registration Number:	4084609	SHERPA	
Registration Number:	4897427	BOOSTER	
Registration Number:	4208457	WATERMAT	
Registration Number:	2625288	SLASH	
Registration Number:	2628437	SLICE	
Registration Number:	5054722	AIRLIFT	
Registration Number:	5054695	SUN COMFORT	
Registration Number:	5058516	JUSTA TUBE	

OP \$1190.00 90808691

Property Type	Number	Word Mark
Registration Number:	2633717	HOT DOG
Registration Number:	4239317	SLIP NOTS
Registration Number:	4246918	SYNERGY SPORTZ
Registration Number:	2663359	BIG SHOT
Registration Number:	5111439	TRAVEL PADDLE STORE
Registration Number:	2681222	G-FORCE
Registration Number:	2681241	TURBO BLAST
Registration Number:	2693411	SLIDE
Registration Number:	2709391	BLAST
Registration Number:	4340906	RUSH
Registration Number:	2764515	AIRHEAD
Registration Number:	2774144	DRY PAK
Registration Number:	2884038	RIP
Registration Number:	5573034	YUKON
Registration Number:	5689585	WATER OTTER
Registration Number:	5689623	NEOLITE
Registration Number:	5718299	KWIK-DRY
Registration Number:	2963785	YUKON CHARLIE'S
Registration Number:	2993866	YUKON CHARLIE'S
Registration Number:	5653057	YUKON
Registration Number:	3256993	AQUA ZOOKA
Registration Number:	3259302	SPORTSSTUFF
Registration Number:	3654063	SCOOTR LOGIC
Registration Number:	4474850	CANTINA LOUNGE
Registration Number:	4474848	AQUA-ZOOKA DOUBLE SHOT!
Registration Number:	4498190	TRAINING WHEELS
Registration Number:	4603171	TOW BOGGAN
Registration Number:	4643472	YUKON CHARLIE'S
Registration Number:	3514986	HAMMERHEAD

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4:	Charlotte, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	046270.000008
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	01/06/2022
Total Attachments: 8 source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page1.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page2.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page3.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page4.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page5.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page6.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page7.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page8.tif	

THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF DECEMBER 1, 2021, BY AND AMONG KEYBANK NATIONAL ASSOCIATION (THE "FIRST LIEN AGENT"), AND MUZINICH BDC, INC. (THE "SECOND LIEN AGENT"), AND ACKNOWLEDGED BY AQUA-LEISURE RECREATION, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "AQUA BORROWER"), FLOAT ACQUISITION CORP., A DELAWARE CORPORATION (THE "FLOAT BORROWER", AND TOGETHER WITH THE AQUA BORROWER, COLLECTIVELY, THE "BORROWERS", AND EACH, A "BORROWER"), AND THE OTHER LOAN PARTIES THAT ARE SIGNATORIES TO THE ACKNOWLEDGMENT THERETO, TO ALL INDEBTEDNESS AND OTHER OBLIGATIONS (INCLUDING INTEREST) OWED BY THE BORROWERS TO THE FIRST LIEN LENDERS; AND EACH PARTY TO THIS CONFIRMATORY GRANT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "**Confirmatory Grant**") is made effective as of December 1, 2021 by and from KWIK TEK INC., a Colorado corporation (the "**Grantor**"), to and in favor of MUZINICH BDC, INC. (the "**Grantee**") for itself and as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, Recreational Products Consolidation Company, LLC, a Delaware limited liability company ("**Holdings**"), Aqua-Leisure Recreation, LLC, a Delaware limited liability company (the "**Aqua Borrower**"), FLOAT ACQUISITION CORP., a Delaware corporation (the "**Float Borrower**", and together with the Aqua Borrower, collectively, the "**Borrowers**" and each, a "**Borrower**"), certain subsidiaries of Holdings party thereto, the lenders party thereto and Muzinich BDC, Inc., as Administrative Agent and Collateral Agent, have entered into the Second Lien Credit and Guaranty Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Borrowers, Holdings, and certain subsidiaries of Holdings have entered into the Second Lien Pledge and Security Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**");

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on **Exhibit A** attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference.

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 meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2) **The Security Interest.**

This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the indefeasible payment in full in cash of all Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted), the Grantee shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents that are the subject of this Confirmatory Grant.

(a) The Grantor hereby grants to the Grantee a security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks constituting Collateral now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of such Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

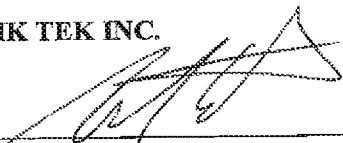
5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

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

KWIK TEK INC.

By: 
Name: Martin W. Stein
Title: President

Signature Page to Confirmatory Grant of Security Interests in United States Trademarks

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IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MUZINICH BDC, INC.






By: 

Name: Jeffrey J. Youle

Title: Chief Executive Officer

**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

EXHIBIT A - SCHEDULE OF TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number	Application Serial Number	Application Filing Date
Kwik Tek Inc.		Pending	-	90/808691	
Kwik Tek Inc.		Pending	-	90/808708	
Kwik Tek Inc.		Pending/Allowed	-	90/403677	
Kwik Tek Inc.		Pending/Allowed	-	90/271357	
Kwik Tek Inc.		Pending	-	97/076715	10/15/2021
Kwik Tek Inc.	FLOAT ON	Pending		97/076647	10/15/2021
Kwik Tek Inc.	AIRHEAD SUP	4/28/2015	4726470	86/263398	
Kwik Tek Inc.	FLIPOUT	8/25/2015	4797971	86/315066	
Kwik Tek Inc.	EZ UP	8/25/2015	4797815	86/263455	
Kwik Tek Inc.	SPORTSSTUFF	11/22/2011	4059307	85/268897	
Kwik Tek Inc.	SHERPA	1/10/2012	4084609	85/069442	
Kwik Tek Inc.	BOOSTER	2/9/2016	4897427	86/510259	
Kwik Tek Inc.	WATERMAT	9/18/2012	4208457	85/048294	
Kwik Tek Inc.	SLASH	9/24/2002	2625288	78/099950	
Kwik Tek Inc.	SLICE	10/1/2002	2628437	78/097364	

Kwik Tek Inc.	AIRLIFT	10/4/2016	5054722	86/950476	
Kwik Tek Inc.	SUN COMFORT	10/4/2016	5054695	86/932471	
Kwik Tek Inc.	JUSTA TUBE	10/11/2016	5058516	86/921256	
Kwik Tek Inc.	HOT DOG	10/8/2002	2633717	78/099933	
Kwik Tek Inc.	SLIP NOTS	11/6/2012	4239317	85/548634	
Kwik Tek Inc.	SYNERGY SPORTZ	11/20/2012	4246918	85/380715	
Kwik Tek Inc.	BIG SHOT	12/17/2002	2663359	78/099945	
Kwik Tek Inc.	TRAVEL PADDLE STORE	12/27/2016	5111439	86/822079	
Kwik Tek Inc.	G-FORCE	1/28/2003	2681222	78/097366	
Kwik Tek Inc.	TURBO BLAST	1/28/2003	2681241	78/099942	
Kwik Tek Inc.	SLIDE	3/4/2003	2693411	78/099954	
Kwik Tek Inc.	BLAST	4/22/2003	2709391	78/097356	
Kwik Tek Inc.	RUSH	5/28/2013	4340906	85/561991	
Kwik Tek Inc.	AIRHEAD	9/16/2003	2764515	75/602693	
Kwik Tek Inc.	DRY PAK	10/14/2003	2774144	78/118443	
Kwik Tek Inc.	RIP	9/14/2004	2884038	78/099951	
Kwik Tek Inc.	YUKON	10/2/2018	5573034	87/483127	
Kwik Tek Inc.	WATER OTTER	3/5/2019	5689585	88/017931	
Kwik Tek Inc.	NEOLITE	3/5/2019	5689623	88/018868	
Kwik Tek Inc.	KWIK-DRY	4/2/2019	5718299	88/018733	
Kwik Tek Inc.	YUKON CHARLIE'S	6/28/2005	2963785	76/587518	
Kwik Tek Inc.	YUKON CHARLIE'S	9/13/2005	2993866	76/587516	
Kwik Tek Inc.	YUKON	1/15/2019	5653057	87/769002	
Kwik Tek Inc.	AQUA ZOOKA	6/26/2007	3256993	78/616477	

Kwik Tek Inc.		7/3/2007	3259302	78/638263	
Kwik Tek Inc.	SCOOTR LOGIC	7/14/2009	3654063	77/634292	
Kwik Tek Inc.	CANTINA LOUNGE	1/28/2014	4474850	85/961613	
Kwik Tek Inc.	AQUA-ZOOKA DOUBLE SHOT!	1/28/2014	4474848	85/961579	
Kwik Tek Inc.	TRAINING WHEELS	3/18/2014	4498190	86/064710	
Kwik Tek Inc.	TOW BOGGAN	9/9/2014	4603171	86/102686	
Kwik Tek Inc.		11/25/2014	4643472	86/061665	
Kwik Tek Inc.	HAMMERHEAD	10/14/2008	3514986	77/272191	
Kwik Tek Inc.	AIRHEAD	Pending	-	2043192	7/30/2020
Kwik Tek Inc.	YUKON CHARLIE'S	Pending	-	2043197	7/30/2020
Kwik Tek Inc.		Pending	-	2104508	5/5/2021
Kwik Tek Inc.	yukon charlie's	Pending	-	2104509	
Kwik Tek Inc.	AIHEAD	3/9/2021	2108260	2108260	
Kwik Tek Inc.	YUKON CHARLIE'S	3/9/2021	2108261	2108261	
Kwik Tek Inc.	AIRHEAD	2/2/2006	3659695	3659695	
Kwik Tek Inc.	YUKON CHARLIE's	03/24/2021	018306114	018306114	
Kwik Tek Inc.		4/28/2018	18446396	18446396	
Kwik Tek Inc.		11/21/2017	18446395	18446395	

Kwik Tek Inc.		9/7/2017	19825172	19825172	
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