

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moose Boats, LLC		01/14/2022	Limited Liability Company: CALIFORNIA
LIND MARINE INCORPORATED		01/14/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CALLODINE COMMERCIAL FINANCE, LLC, as TL Agent		
Street Address:	545 Boylston St., 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3017018		
Registration Number:	3069811	MOOSE BOATS	
Registration Number:	5953607	PACIFIC PEARL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	01/14/2022		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 14, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CALLODINE COMMERCIAL FINANCE, LLC, in its capacity as TL Agent and collateral agent for the Credit Parties (as defined in the Credit Agreement defined below) pursuant to the Credit Agreement, as a pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “TL Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as January 14, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Lind Marine LLC, a Delaware limited liability company, as the Lead Borrower (as defined therein) and as a Borrower (as defined therein), the other Borrowers from time to time party thereto, the Guarantors (as defined therein) from time to time party thereto, the lenders from time to time party thereto (the “Term Lenders”) and the TL Agent, the Term Lenders have agreed to extend credit and make certain other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Security Agreement of even date herewith in favor of TL Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Credit Parties to enter into the Credit Agreement and to extend credit and provide other financial accommodations to the Borrowers pursuant thereto, each Grantor hereby agrees with TL Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.
2. Grant of Security Interest in Intellectual Property. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to TL Agent for the benefit of the Credit Parties, and grants to TL Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired or arising (the “Intellectual Property Collateral”):
 - (a) (i) all of its Trademarks and all related Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; (ii) all renewals and extensions of the foregoing; (iii) all Goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law

or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained in clause (a) above, the security interest created by this Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any Excluded Property.

3. Security for Secured Obligations. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to TL Agent or the other members of the Credit Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the TL Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of TL Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement.

(a) If any Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto.

(b) Without limiting Grantors' obligations under this section, Grantors hereby authorize TL Agent unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such new Intellectual Property Collateral. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from TL Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. Counterparts. This Intellectual Property Security Agreement is a Loan Document. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual

signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. TL Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MOOSE BOATS, LLC
(f/k/a Moose Boats, Inc.)


By: _____
Name: Christian Jude Lind
Title: President and Chief Executive Officer

LIND MARINE INCORPORATED

By: _____
Name: Christian Jude Lind
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CALLODINE COMMERCIAL FINANCE, LLC, as TL Agent

By: 
Name: Tim Lynch
Title: Principal

[Lind Marine – Signature Page to Intellectual Property Security Agreement]