

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Mountain Sports, LLC		03/04/2022	Limited Liability Company: DELAWARE
Innovative Sports Distributors, LLC		03/04/2022	Limited Liability Company: MONTANA
RECEIVING PARTY DATA			
Name:	White Oak Global Advisors, LLC		
Street Address:	3 Embarcadero Center		
Internal Address:	Suite 550		
City:	San Fransisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2202329	X STRAP	
Registration Number:	2370274	SUN MOUNTAIN	
Registration Number:	2318878	SUN MOUNTAIN	
Registration Number:	2316391		
Registration Number:	2567179	SPEED CART	
Registration Number:	3281995	CLUBGLIDER	
Registration Number:	3796215	TRAVELGLIDER	
Registration Number:	2683824	E-Z FIT	
Registration Number:	3248565	RAINFLEX	
Registration Number:	4245587	H2NO	
Registration Number:	4923207		
Registration Number:	4923208		
Registration Number:	4555982	STORMTIGHT	
Registration Number:	5147924	FREEGLIDER	
Registration Number:	5317774	CROSSWIND	
Registration Number:	4697332		

CH \$515.00 2202329

Property Type	Number	Word Mark
Registration Number:	5951542	RC1
Registration Number:	6035411	METRO
Registration Number:	5986469	ECO-LITE
Registration Number:	6130187	KUBE

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/07/2022

Total Attachments: 8
source=3-7-2022 Sun Mountain 2-TM#page1.tif
source=3-7-2022 Sun Mountain 2-TM#page2.tif
source=3-7-2022 Sun Mountain 2-TM#page3.tif
source=3-7-2022 Sun Mountain 2-TM#page4.tif
source=3-7-2022 Sun Mountain 2-TM#page5.tif
source=3-7-2022 Sun Mountain 2-TM#page6.tif
source=3-7-2022 Sun Mountain 2-TM#page7.tif
source=3-7-2022 Sun Mountain 2-TM#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 4th day of March, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company (“*WOGA*”), as administrative agent for the Term Loan Lenders (in such capacity, together with its successors and assigns in such capacity, “*Term Loan Agent*”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of March 4, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”), by and among SOLACE SMS ACQUISITION, LLC, a Delaware limited liability company (“*Borrower*”), SOLACE SMS INTERMEDIATE, LLC, a Delaware limited liability company (“*Holdings*”), as Holdings and a Guarantor, the several financial institutions from time to time party thereto as Lenders and Agents, the Lending Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to each Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of March 4, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Term Loan Agent, for the benefit of the Term Loan Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Term Loan Agent, for the benefit of each of the Term Loan Secured Parties, to secure the Term Loan Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark ; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR TERM LOAN SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Term Loan Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Term Loan Secured Obligations and would be owed by Grantors, or any of them, to the Term Loan Agent, the other Term Loan Secured Parties, or any of them, 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 Trademark Security Agreement is granted in conjunction with the security interests granted to the Term Loan Agent, for the benefit of the Term Loan Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Term Loan Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Revolver Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Revolver Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark 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 Trademark 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, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, 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. The Term Loan Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Joinder by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart to the Revolver Agent, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Joinder.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND

JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SUN MOUNTAIN SPORTS, LLC, a
Delaware limited liability company

By: _____
Name: Xavier Corzo
Title: Assistant Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**INNOVATIVE SPORTS DISTRIBUTORS,
LLC**, a Montana limited liability company

By: 

Name: Xavier Corzo

Title: Assistant Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company, as Term
Loan Agent


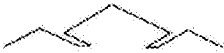

By: 
Name: Barbara J.S. McKee
Title: Managing Partner



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Registrations:

GRANTOR	APPLICATION/ REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE	TRADEMARK
Sun Mountain Sports, LLC	75115410 / 2202329	6/6/1996 / 11/3/1998	X STRAP
Sun Mountain Sports, LLC	75612267 / 2370274	12/28/1998 / 7/25/2000	SUN MOUNTAIN
Sun Mountain Sports, LLC	75612695 / 2318878	12/28/1998 / 2/15/2000	SUN MOUNTAIN
Sun Mountain Sports, LLC	75612696 / 2316391	12/28/1998 / 2/8/2000	
Sun Mountain Sports, LLC	76234438 / 2567179	4/3/2001 / 5/7/2002	SPEED CART
Sun Mountain Sports, LLC	77038048 / 3281995	11/6/2006 / 4/21/2007	CLUBGLIDER
Sun Mountain Sports, LLC	77398388 / 3796215	2/15/2008 / 6/1/2010	TRAVELGLIDER
Sun Mountain Sports, LLC	78118413 / 2683824	3/29/2002 / 2/4/2003	E-Z FIT
Sun Mountain Sports, LLC	78750821 / 3248565	11/9/2005 / 5/29/2007	RAINFLEX
Sun Mountain Sports, LLC	85592937 / 4245587	4/9/2012 / 11/20/2012	H2NO
Sun Mountain Sports, LLC	86095847 / 4923207	10/18/2013 / 3/22/2016	
Sun Mountain Sports, LLC	86095884 / 4923208	10/18/2013 / 3/22/2016	
Sun Mountain Sports, LLC	86120593 / 4555982	11/15/2013 / 6/24/2014	STORMTIGHT
Sun Mountain Sports, LLC	86856539 / 5147924	12/22/2015 / 2/21/2017	FREEGLIDER
Sun Mountain Sports, LLC	86896262 / 5317774	2/3/2016 / 10/24/2017	CROSSWIND

Sun Mountain Sports, LLC	86975525 / 4697332	10/18/2013 / 3/3/2015	
Sun Mountain Sports, LLC	88250159 / 5951542	1/4/2019 / 12/31/2019	RC1 & design 
Sun Mountain Sports, LLC	88486908 / 6035411	6/24/2019 / 4/14/2020	METRO
Sun Mountain Sports, LLC	88494763 / 5986469	6/29/2019 / 2/11/2020	ECO-LITE
Sun Mountain Sports, LLC	88788914 / 6130187	2/7/2020 / 8/18/2020	KUBE