TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM715893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paramount Apparel International, LLC		03/10/2022	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	UMB Bank, N.A.
Street Address:	1010 Grand Blvd.
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Serial Number: 7 Serial Number: 8 Serial Number: 7	75917837	EAG IMPERIAL 9 OARSMAN 913 RUGGED DURABLE 9
Serial Number: 8 Serial Number: 7	36376305 75917837 36339404	9 OARSMAN 913 RUGGED DURABLE
Serial Number: 7	75917837 36339404	OARSMAN 913 RUGGED DURABLE
	36339404	
Serial Number: 8		9
	77948139	
Serial Number: 7		FASHION IS PARAMOUNT
Serial Number: 7	77948135	PAI INC PARAMOUNT APPAREL INTERNATIONAL,
Serial Number: 7	77948129	PALINC
Serial Number: 8	36961441	WELL PLAYED
Serial Number: 8	35799758	WATERSHIP BY IMPERIAL
Serial Number: 8	35799772	WATERSHIP BY IMPERIAL SINCE 1916
Serial Number: 8	37391991	9
Serial Number: 7	78132802	PARAMOUNT APPAREL INTERNATIONAL INC.
Serial Number: 7	74302442	PARAMOUNT HEADWEAR
Serial Number: 8	37392019	9
Serial Number: 7	78405996	913
Serial Number: 7	78405973	OARSMAN
Serial Number: 8	38975495	PARAMOUNT OUTDOORS EAG
Serial Number: 8	38975494	ENGINEERED ANGLING GEAR EAG TRADEMARK

REEL: 007668 FRAME: 0020

900682907

Property Type	Number	Word Mark
Serial Number:	88166473	WORKSHOP CITY
Serial Number:	78132797	PARAMOUNT APPAREL INTERNATIONAL INC.
Serial Number:	76582551	KID N' ME
Serial Number:	88976516	PARAMOUNT OUTDOORS EHG
Serial Number:	88238476	ENGINEERED HUNTING GEAR
Serial Number:	88334408	IMPERIAL TOUR VISOR
Serial Number:	88466562	ENGINEERED ANGLING GEAR
Serial Number:	88238554	ENGINEERED HUNTING GEAR EHG
Serial Number:	88232085	EHG
Serial Number:	88466610	EHG ELITE
Serial Number:	88466579	EHG
Serial Number:	88466544	EHG
Serial Number:	88466642	EHG ENGINEERED HUNTING GEAR
Serial Number:	88791674	THE TOUR VISOR
Serial Number:	78977982	PARAMOUNT OUTDOORS
Serial Number:	88466625	EAG ELITE
Serial Number:	88466597	EAG
Serial Number:	75976213	THE BACK NINE
Serial Number:	75264431	BACK NINE
Serial Number:	73692641	P
Serial Number:	77508411	IMPERIAL
Serial Number:	75800383	COLLEGE CLASSICS

CORRESPONDENCE DATA

Fax Number: 8164743216

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: 816-474-8100

Email: sfaction@spencerfane.com

Correspondent Name: Kyle L. Elliott

Address Line 1: SPENCER FANE LLP

Address Line 2: 1000 Walnut Street, Suite 1400 Address Line 4: Kansas City, MISSOURI 64106

ATTORNEY DOCKET NUMBER:	4321905-969 KCY
NAME OF SUBMITTER:	Kyle L. Elliott
SIGNATURE:	/kle/
DATE SIGNED:	03/22/2022

Total Attachments: 16

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source=009 Intellectual Property Security Agreement(18503098.1)#page2.tif source=009 Intellectual Property Security Agreement(18503098.1)#page3.tif source=009 Intellectual Property Security Agreement(18503098.1)#page4.tif source=009 Intellectual Property Security Agreement(18503098.1)#page5.tif source=009 Intellectual Property Security Agreement(18503098.1)#page6.tif source=009 Intellectual Property Security Agreement(18503098.1)#page7.tif source=009 Intellectual Property Security Agreement(18503098.1)#page8.tif source=009 Intellectual Property Security Agreement(18503098.1)#page9.tif source=009 Intellectual Property Security Agreement(18503098.1)#page10.tif source=009 Intellectual Property Security Agreement(18503098.1)#page11.tif source=009 Intellectual Property Security Agreement(18503098.1)#page12.tif source=009 Intellectual Property Security Agreement(18503098.1)#page13.tif source=009 Intellectual Property Security Agreement(18503098.1)#page14.tif source=009 Intellectual Property Security Agreement(18503098.1)#page15.tif source=009 Intellectual Property Security Agreement(18503098.1)#page15.tif source=009 Intellectual Property Security Agreement(18503098.1)#page15.tif source=009 Intellectual Property Security Agreement(18503098.1)#page16.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("<u>Agreement</u>"), dated as of March 10, 2022, is made by and between PARAMOUNT APPAREL INTERNATIONAL, LLC, a Missouri limited liability company ("<u>Pledgor</u>"), and UMB BANK, N.A., a national banking association ("<u>Lender</u>").

WHEREAS, Pledgor has requested Lender make certain loans to Pledgor, and Paramount Canada, LLC, a Delaware limited liability company (collectively, "Borrower") in an aggregate principal amount not exceeding \$19,880,000.00 ("Loans") pursuant to that certain Loan and Security Agreement of even date herewith (as hereafter modified, amended or restated, herein the "Loan Agreement");

WHEREAS, to induce Lender to make Loans to Pledgor under the Loan Agreement, Pledgor has agreed to grant Lender a security interest in all of Pledgor's patents, trademarks, copyrights and other intellectual property;

NOW, THEREFORE, based on these recitals, the mutual covenants, terms, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions; Interpretation.

- (a) <u>Terms Defined in Loan Agreement</u>. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.
- (b) <u>Certain Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings:
 - "Collateral" has the meaning set forth in Section 2.
 - "Copyright Office" means the United States Copyright Office.
 - "Excluded Collateral" has the meaning set forth in the Loan Agreement.
 - "Loan Documents" has the meaning set forth in the Loan Agreement.
 - "Obligations" has the meaning set forth in the Loan Agreement.
 - "PTO" means the United States Patent and Trademark Office.
 - "<u>UCC</u>" means the Uniform Commercial Code as in effect in the State of Missouri.
- (c) <u>Terms Defined in UCC</u>. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (d) <u>Construction</u>. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Pledgor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation

applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. <u>Security Interest</u>.

- (a) <u>Grant of Security Interest</u>. As security for the payment and performance of the Obligations, Pledgor hereby grants to Lender a security interest in, and a mortgage upon, all of Pledgor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Pledgor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "<u>Collateral</u>"):
- (i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including any such trademarks, service marks, or other marks or tradenames but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (ii) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in <u>Schedule B</u>), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Pledgor connected with and symbolized by any of the aforementioned properties and assets;
- (iv) All of Pledgor's present and future copyright registrations, including Pledgor's United States copyright registrations listed in <u>Schedule C</u> to this Agreement, all of Pledgor's present and future applications for copyright registrations, including Pledgor's United States applications for copyright registrations listed in <u>Schedule D</u> to this Agreement, and all of Pledgor's present and future copyrights that are not registered in the Copyright Office, including, without limitation, derivative works (collectively, the "<u>Copyrights</u>"), and any and all royalties, payments, and other amounts payable to Pledgor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;
- (v) All of Pledgor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;
- (vi) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights;

- (vii) all general intangibles and all intellectual or other intangible property of Pledgor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including but not limited to internet web domains www.goblusky.com; and
- (viii) all cash and non-cash proceeds, replacements of, substitutions for and accessions of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing or anything contained herein, in no event shall the Collateral include any Excluded Collateral.

- (b) <u>Continuing Security Interest</u>. Pledgor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.
- SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Loan Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other Loan Documents referred to therein, all terms and provisions of which are incorporated herein by reference.
- SECTION 4. <u>Representations and Warranties</u>. Pledgor represents and warrants to Lender and covenants and agrees with Lender, the following:
- (a) <u>Trademarks</u>. A true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Pledgor, in whole or in part, is set forth in Schedule A.
- (b) <u>Patents</u>. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Pledgor, in whole or in part, is set forth in Schedule B.
- (c) <u>Copyright Registrations</u>. A true and correct list of all of Pledgor's United States copyright registrations is set forth in <u>Schedule C</u>.
- (d) <u>Applications for Copyright Registration</u>. A true and correct list of all of Pledgor's United States applications for copyright registrations is set forth in Schedule D.
- (e) <u>Verification</u>. Any officers, employees or agents of Lender shall have the right, at any time or times hereafter during normal business hours, in the name of Lender or Pledgor or in the name of a nominee of Lender, to verify the validity, amount or any other matter relating to any Collateral by mail, telephone, telegraph or otherwise; provided, that any in-person verification shall be subject to Section 8.14 of the Loan Agreement. All reasonable and documented out-of-pocket costs, fees and expenses relating thereto incurred by Lender (or for which Lender becomes obligated) during the continuation of any Event of Default under this Agreement shall become part of the Obligations and be payable by Pledgor to Lender on demand;

- (f) Records. Pledgor will at all times maintain a record of Collateral at its chief executive office, keeping correct and accurate records itemizing and describing the Collateral, all of which records shall be available during Pledgor's usual business hours at the request of any of Lender's officers, employees or agents, subject to Section 8.14 of the Loan Agreement. Pledgor will cooperate fully with Lender and its officers, employees and agents who have the right at any time or times to inspect the Collateral and the records with respect thereto, subject to Section 8.14 of the Loan Agreement; and
- (g) <u>Priority</u>. All of the Collateral is subject to a first priority perfected security interest in favor of the Lender, except as expressly permitted under the Loan Agreement.
- SECTION 5. <u>Representations and Covenants of Pledgor</u>. Pledgor hereby represents and warrants to Lender, and covenants and agrees with Lender, that:
- (a) Pledgor is a corporation or limited liability duly organized, validly existing and in good standing under the laws of the state of its organization. Pledgor's exact legal name is as set forth in the preamble of this Agreement and Pledgor has not during the past five (5) years conducted business under any other name, except as disclosed to Lender pursuant to the Loan Agreement. Pledgor does not now, nor will Pledgor at any time during the term of this Agreement, conduct business under any name other than its exact legal name, except as disclosed to Lender pursuant to the Loan Agreement. Pledgor's organizational identification number is LC014342012. Pledgor will not change its type of organization, its jurisdiction of organization, its name or its organizational identification number unless (i) Pledgor gives Lender at least ten (10) days (or such shorter time in Lender's sole discretion) prior written notice of the same, (ii) such change is permitted pursuant to the terms of the Loan Agreement and the other Loan Documents and (iii) prior to making any such change, Pledgor executes (if necessary) and/or obtains and delivers to Lender any and all additional financing statements and/or amendments thereto and/or other agreements, documents or notices as may be required by Lender;
- (b) Pledgor has full corporate right, power and authority to execute, deliver and perform its obligations under this Agreement and to grant to Lender the security interest in and lien on the Collateral hereby stated to be granted;
- (c) The individual executing this Agreement on behalf of Pledgor has been duly elected and qualified and has been duly authorized and empowered to execute, deliver and perform the terms of this Agreement on behalf of Pledgor;
- (d) The execution, delivery and performance of this Agreement by Pledgor does not and will not violate any of the terms or provisions of the Articles of Organization or Operating Agreement of Pledgor;
- (e) The execution, delivery and performance of this Agreement by Pledgor does not and will not violate any material law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Pledgor or the terms of any indenture, agreement, document, instrument or undertaking to which Pledgor is a party or by which it or any of its properties is bound, except to the extent where such violation could not reasonably be expected to have a Material Adverse Effect;
- (f) Pledgor's chief executive office the location of the office where Pledgor keeps its books and records respecting the Collateral is #1 Paramount Drive, Bourbon, Missouri 65441:

- (g) Pledgor is, or, as to Collateral acquired by Pledgor after the date hereof, will be, the sole and absolute owner of all of the Collateral owned by Pledgor, free and clear of any and all liens and claims of any kind or nature whatsoever (other than liens and claims expressly permitted under the Loan Agreement), and Pledgor will defend the Collateral against all such claims and demands of all persons at any time claiming the same or any interest therein;
- (h) Except for filings by Lender, no financing statement covering any of the Collateral is or will be on file in any public office at any time during the term of this Agreement other than such of the same as necessary to perfect Lender's security interest in and lien on the Collateral and those of the same, if any, disclosed in or permitted under the Loan Agreement;
- (i) Pledgor will not, without the prior written consent of Lender, sell, transfer, lease, license or otherwise dispose of or offer to dispose of any of the Collateral or any interest therein, except as permitted under the Loan Agreement;
- (j) Pledgor will permit Lender to examine and inspect the Collateral or any part thereof, wherever located, at any reasonable time or times, subject to Section 8.14 of the Loan Agreement; provided that in the exercise of this right, Lender agrees to use its best efforts to avoid material interference with each Pledgor's business operations;
- (k) Pledgor hereby irrevocably authorizes Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction initial financing statements and/or any amendments thereto;
- (l) Pledgor will reimburse Lender upon demand for (i) all reasonable and documented out-of-pocket costs and expenses incident to perfecting, maintaining or terminating the security interest granted by this Agreement, including search fees, filing and recording fees, fees and expenses owing to third parties for services provided under any control agreement entered into to perfect the security interest herein granted in Collateral in electronic format and all taxes and reasonable legal and other documented out-of-pocket fees and expenses paid or incurred by Lender in connection with any of the foregoing and (ii) all costs and expenses, including, without limitation, reasonable and documented out-of-pocket attorneys' fees and expenses, incurred by Lender in seeking to collect or enforce any rights under this Agreement or incurred by Lender in seeking to collect or enforce any of the Obligations, all of which costs and expenses shall constitute a part of the Obligations and be payable by Pledgor to Lender on demand.
- SECTION 6. Further Acts. On a continuing basis, Pledgor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the first perfected security interest granted or purported to be granted hereby, to ensure Pledgor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office or any applicable office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, the Copyright Office, or any other office necessary for perfection of the security interests herein granted at the expense of Pledgor. In addition, Pledgor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender.
- SECTION 7. <u>Authorization to Supplement</u>. If Pledgor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Pledgor shall give prompt notice in writing to Lender with respect to any such new Collateral or renewal or extension

of any Collateral registration. Without limiting Pledgor's obligations under this Section 6, Pledgor authorizes Lender to modify this Agreement by amending Schedules A, B, C and D to include any such new patent, trademark rights, copyrights or applications therefor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any Schedule shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on a Schedule hereto.

- SECTION 8. <u>Binding Effect</u>. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Lender and its successors and assigns. Pledgor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Documents.
- SECTION 9. <u>Governing Law.</u> This Agreement shall be governed by, and construed in accordance with, the law of the State of Missouri, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of Missouri.
- SECTION 10. Entire Agreement; Amendment. This Agreement, the Loan Agreement, and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Lender unilaterally may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof
- SECTION 11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.
- SECTION 12. <u>Termination</u>. Upon payment and performance in full of the Obligations (other than Contingent Indemnity Obligations), the security interests created by this Agreement shall terminate and Lender (at Pledgor's expense) shall promptly execute and deliver to Pledgor such documents and instruments reasonably requested by Pledgor as shall be necessary to evidence termination of all such security interests given by Pledgor to Lender hereunder, including without limitation cancellation of this Agreement by written notice from Lender to the PTO.
- SECTION 13. No Inconsistent Requirements. Pledgor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Pledgor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
- SECTION 14. <u>Severability</u>. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall,

to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 15. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

SECTION 16. <u>Power of Attorney</u>. The Lender is hereby fully authorized and empowered (without the necessity of any further consent or authorization from the Pledgor) and the right is expressly granted to the Lender, and the Pledgor hereby constitutes, appoints and makes the Lender as the Pledgor's true and law attorney-in-fact and agent for the Pledgor and in the Pledgor's name, place and stead with full power of substitution, in the Lender's name or the Pledgor's name or otherwise, for the Lender's sole use and benefit, but at the Pledgor's cost and expense, to exercise, without notice, all or any of the following powers at any time with respect to all or any of the Collateral upon the occurrence and during the continuance of any Event of Default under the Loan Agreement, the other Loan Documents or under this Agreement which has not been timely cured: (a) to notify account pledgor or the obligors on the Collateral and the related rights to make and deliver payments to the Lender, (b) to demand, sue for, collect, receive and give acquittances for any and all monies due or to become due by virtue thereof and otherwise deal with proceeds; (c) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Lender in connection therewith; (d) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto; (e) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or the relative goods, as fully and effectively as if the Lender were the absolute owner thereof, and (f) to extend the time of payment of any or all thereof and to grant waivers and make any allowance or other adjustment with reference thereto; provided, however, the Lender will be under no obligation or duty to exercise any of the powers hereby conferred upon it and will be without liability for any act or failure to act in connection with the collection of, or the preservation of any rights under, any Collateral.

SECTION 17. <u>Default; Remedies</u>. Upon the occurrence and during the continuance of any Event of Default which has not been cured or waived as provided in the Loan Agreement then, and in any such event, the Lender may, at its option and without notice to any party, declare all or any portion of the Obligations to be immediately due and payable and may proceed to enforce payment of the same, to exercise any or all rights and remedies provided herein, in the other Loan Documents, and by the UCC and otherwise available at law or in equity. All remedies hereunder are cumulative, and any indulgence or waiver by the Lender will not be construed as an abandonment of any other right hereunder or of the power to enforce the same or another right at a later time. Whether the Lender elects to exercise any other rights or remedies under this Agreement or applicable law, the Lender will be entitled to have a receiver appointed to take possession of the Collateral without notice, which notice the Pledgor hereby waives, notwithstanding anything contained in this Agreement or any law heretofore or hereafter enacted.

SECTION 18. <u>Inconsistencies with the Loan Agreement</u>. To the extent any terms hereof are inconsistent with the terms of the Loan Agreement, the terms of the Loan Agreement will control.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

PLEDGOR:

PARAMOUNT APPAREL INTERNATIONAL, LLC, a Missouri limited liability company

By:

Name: Todd Johnson

Title: Chief Executive Officer

LENDER:

UMB BANK, N.A., a national banking association

By: Name: Drew McCart

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

PLEDGOR:

PARAMOUNT APPAREL INTERNATIONAL, LLC, a Missouri limited liability company

By:

Name: Todd Johnson

Title: Chief Executive Officer

LENDER:

UMB BANK, N.A.,

a national banking association

By:

Name: Prew McCart
Title: Vice President

Signature page to Intellectual Property Security Agreement
UMB Bank, n.a./Paramount Apparel International

SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT TRADEMARKS, SERVICE MARKS AND TRADENAMES

PLEDGOR: Paramount Apparel International, LLC

United States Registered Trademarks

Trademark	Serial Number	Application Filing Date	Registration Number	Registration Date
eae	88/466,531	06/10/2019		
IMPERIAL (Stylized)	72/381,673	01/22/1971	919,433	08/31/1971
6	86/376,305	08/25/2014	4,703,840	03/17/2015
ŠAKSMAŠ EM	75/917,837	02/14/2000	2,490,248	09/18/2001
6	86/339,404	07/16/2014	5,105,447	12/20/2016
FASHION IS PARAMOUNT	77/948,139	03/02/2010	4,342,895	05/28/2013
PAIS	77/948,135	03/02/2010	4,342,894	05/28/2013
PALINC	77/948,129	03/02/2010	4,342,893	05/28/2013
WELL PLAYED	86/961,441	04/01/2016	5,216,336	06/06/2017
WATERSHIP BY IMPERIAL	85/799,758	12/11/2012	4,372,223	07/23/2013
TERSHIP	85/799,772	12/11/2012	4,387,341	08/20/2013

Exhibit A to Intellectual Property Security Agreement UMB Bank, n.a./Paramount Apparel International 81836298.2

Trademark	Serial Number	Application Filing Date	Registration Number	Registration Date
6	87/391,991	03/30/2017	5,328,452	11/07/2017
Paramount intemptant	78/132,802	06/03/2002	2,786,282	11/25/2003
PARAMOUNT HEADWEAR	74/302,442	08/06/1992	1,843,706	07/05/1994
0	87/392,019	03/30/2017	5,620,001	12/04/2018
913	78/405,996	04/21/2004	2,942,160	04/19/2005
OARSMAN	78/405,973	04/21/2004	2,942,159	04/19/2005
PARAMOUNT COC OUTBOOKS	88/975,495	07/01/2018	5,847,141	08/27/2019
eag.	88/975,494	07/01/2018	5,847,140	08/27/2019
WORKSHOP CITY	88/166,473	10/23/2018	5,858,803	09/10/2019
Paramount """	78/132,797	06/03/2002	3,026,353	12/13/2005
KID N' ME	76/582,551	03/19/2004	3,052,239	01/31/2006
PARAMOUNT CLG OUTDOORS	88/976,516	12/21/2018	5,998,654	02/25/2020
ENGINEERED HUNTING GEAR	88/238,476	12/21/2018	6,031,147	04/07/2020
IMPERIAL TOUR VISOR	88/334,408	03/11/2019	6,030,616	04/07/2020
ENGINEERED ANGLING GRAR	88/466,562	06/10/2019	6,055,268	05/12/2020

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Trademark	Serial Number	Application Filing Date	Registration Number	Registration Date
ене	88/238,554	12/21/2018	6,072,339	06/09/2020
EHG	88/232,085	12/17/2018	6,097,254	07/07/2020
	88/466,610	06/10/2019	6,137,410	08/25/2020
©∄⊕	88/466,579	06/10/2019	6,137,409	08/25/2020
GE G	88/466,544	06/10/2019	6,159,347	09/22/2020
ENGINEERS.	88/466,642	06/10/2019	6,176,137	10/13/2020
THE TOUR VISOR	88/791,674	02/10/2020	6,298,093	03/23/2021
PARAMOUNT OUTDOORS	78/977,982	10/28/2004	3,231,703	04/17/2007
	88/466,625	06/10/2019	6,404,115	06/29/2021
	88/466,597	06/10/2019		
THE BACK NINE	75/976,213	05/31/1995	2,096,131	09/09/1997
BACK NINE	75/264,431	03/26/1997	3,348,933	12/04/2007
	73/692,641	10/30/1987	1,495,198	07/05/1988
IMPERIAL	77/508,411	06/26/2008	3,572,123	02/10/2009
COLLEGE CLASSICS	75/800,383	10/12/1999	2,392,371	10/03/2000

International Trademarks

Intellectual Property Security Agreement UMB Bank, n.a./Paramount Apparel International

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Trademark	Country	Reference #	Application	Registration
IMPERIAL	Australia	0828820.0033	04 Dec 1995	04 Dec 1995
		0020020.0000	679848	679848
IMPERIAL	Canada	0828820.0039	30 Mar 1938	30 Mar 1938
IIVII EKUAE	Canada	0626620.0037	0173026	UCA10310
IMPERIAL	Ionon	0828820.004201	04 Mar 2019	14 May 2020
IMFERIAL	Japan	0020020.004201	32824/2019	6251518
IMADEDIAI	No. Zooloud	00000000000	30 Apr 2007	01 Nov 2007
IMPERIAL	New Zealand	0828820.0038	767565	767565
1,00,000 10,0000 0,00	European	0828820.0035	12 N. 2007	14 I 2000
9mperial	Union (EUTM & RCD)		12 Nov 2007	14 Jan 2009
			6426597	6426597
	United	0020020 0076 CD	12 Nov 2007	14 Jan 2009
9mperial	Kingdom 0828820.0056-GE	6426597	UK0096426597	
	European		20 Aug 1007	00 Apr 1000
IMPERIAL GOLF	Union (EUTM	0828820.0041	29 Aug 1997 621888	09 Apr 1999 621888
	& RCD)		021000	021000
IMPEDIAL COLE	United	0828820.0041 - GB	29 Aug 1997	09 Apr 1999
IMPERIAL GOLF	Kingdom		621888	UK009621888
WATERSHIP BY	A 1: -	0828820.0048	05 Jun 2013	14 May 2014
IMPERIAL	Australia		1561128	1561128

SCHEDULE B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

PLEDGOR: Paramount Apparel International, LLC

None

Exhibit B to Intellectual Property Security Agreement UMB Bank, n.a./Paramount Apparel International

SCHEDULE C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT COPYRIGHT REGISTRATIONS

PLEDGOR: Paramount Apparel International, LLC

None

Exhibit C to Intellectual Property Security Agreement UMB Bank, n.a./Paramount Apparel International

SCHEDULE D TO INTELLECTUAL PROPERTY SECURITY AGREEMENT APPLICATIONS FOR COPYRIGHT REGISTRATIONS

PLEDGOR: Paramount Apparel International, LLC

None

Exhibit D to Intellectual Property Security Agreement UMB Bank, n.a./Paramount Apparel International

RECORDED: 03/22/2022

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