

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAYABUSA FIGHTWEAR INC.		03/25/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3607666	HAYABUSA	
Registration Number:	3552101	HAYABUSA	
Registration Number:	4293301	TOKUSHU	
Registration Number:	4293299	IKUSA	
Registration Number:	4293302	DELTRA EG	
Registration Number:	4314258	DUAL-X	
Registration Number:	4314259	FUSION SPLINTING	
Registration Number:	4293300	KANPEKI ELITE	
Registration Number:	4401022	WELD3	
Registration Number:	4867834	HAYABUSA	
Registration Number:	4411676	VYLAR	
Registration Number:	5370859	HAYABUSA	
Registration Number:	5816361	HAYABUSA	
Registration Number:	5816362		
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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>			

CH \$365.00 3607666

Phone: 2158648352
Email: shorem@ballardspahr.com
Correspondent Name: Michael S. Shore
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER: Michael S. Shore

SIGNATURE: /Michael S. Shore/

DATE SIGNED: 03/25/2022

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of March 25, 2022 by made by HAYABUSA FIGHTWEAR INC. (the "Pledgor") in favour of PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (the "Administrative Agent").

RECITALS:

WHEREAS, (i) R.A.F. Industries, Inc., RAF 2.0, LLC and the other borrowers party (collectively, the "**Borrowers**"), (ii) the Guarantors party thereto, (iii) the several Lenders and other financial institutions party thereto (collectively, the "**Lenders**") and (iv) the Administrative Agent, are parties to that certain Credit Agreement dated as of July 3, 2019 (as further amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, as of the date hereof, the Pledgor became a Borrower under the Credit Agreement pursuant to that certain Joinder and Assumption Agreement by the Pledgor in favor of the Administrative Agent dated as of the date hereof; and

WHEREAS, the obligation of the Lenders to make loans and issue or participate in letters of credit under the Credit Agreement is subject to the condition, among others, that the Pledgor secures the Obligations in the manner set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the Pledgor, the Pledgor agrees and covenants with the Administrative Agent and the Secured Parties as follows:

1. Defined Terms.

Capitalized terms used herein without definition are used as defined in the Credit Agreement. In addition, in this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:

"**Agreement**" means this intellectual property security agreement, including its recitals and schedules, as amended, restated, supplemented or otherwise modified from time to time; and

"**Security Agreement**" means the general security agreement dated as of the date hereof between, among others, the Pledgor and the Administrative Agent, as amended restated, supplemented or otherwise modified from time to time.

2. Grant of Security Interest in Intellectual Property Collateral.

The Pledgor, as collateral security for the prompt and complete payment and performance of its Obligations hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral of the Pledgor (the "**Intellectual Property Collateral**"):

- (a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing (collectively, the "**Patents**"), including, without limitation those Patents listed on Schedule A hereto;

- (b) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing (collectively, the “**Copyrights**”), including, without limitation those Copyrights listed on Schedule A hereto;
- (c) all trade-marks, service marks and trade names, and applications for registration of such trade-marks, service marks and trade names, all licenses relating to any of the foregoing (collectively, the “**Trademarks**”) and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, including, without limitation those Trademarks listed on Schedule A hereto;
- (d) all industrial designs, intangibles of like nature and any designs subject to the industrial designs laws of Canada or any other country or any political subdivision thereof and all applications in connection therewith (collectively, the “**Designs**”), including, without limitation those Designs listed on Schedule A hereto;
- (e) all income and royalties with respect to any of the foregoing, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, continuations-in-part, extensions and renewals thereof;
- (f) the entire goodwill of or associated with the businesses now or hereafter conducted by the Pledgor connected with and symbolized by any of the aforementioned properties and assets; and
- (g) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the foregoing and not otherwise described above.

3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words “execution”, “signed”, “signature”, and

words of like import in this Agreement shall be deemed to include electronic signature or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be.

5. Termination.

The Pledgor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Administrative Agent. After receipt by the Pledgor of such written release or discharge, this Agreement shall terminate and the Administrative Agent shall, at the expense of the Pledgor, make and do all such acts and things and execute, and deliver all such other instruments, agreements and documents as may be necessary to discharge all registrations or notices filed or registered in respect of the security interest.

6. Governing Law.

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has executed Agreement as of the date first written above.

HAYABUSA FIGHTWEAR INC.

By: Richard Horowitz

Name: Richard Horowitz

Title: Secretary

[Signature Page to IP Security Agreement – Hayabusa Fightwear Inc.]

TRADEMARK
REEL: 007671 FRAME: 0410

SCHEDULE A

Intellectual Property Collateral

Patents

	Registered Owned Intellectual Property	Jurisdiction	Registration No.	Application (or if applicable) Issue Date
1.	PROTECTIVE HEADGEAR FOR COMBAT SPORTS	United States of America	9,295,296	Mar-29-2016
2.	SHIN GUARD	United States of America	9,215,898	Dec-22-2015
3.	SHORT PANT HAVING A SEAMLESS BODY	United States of America	9,198,469	Dec-01-2015
4.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP	United States of America	8,646,113	Feb-11-2014
5.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP AND DORSAL SPLINT SYSTEM	Canada	3,010,369	Jun-30-2020
6.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP AND DORSAL SPLINT SYSTEM	United Kingdom	GB2555046	Sep-30-2020
7.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP AND DORSAL SPLINT SYSTEM	United States of America	9,079,093	Jul-14-2015
8.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP AND DORSAL SPLINT SYSTEM	United States of America	10,004,975	Jun-26-2018
9.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP AND DORSAL SPLINT SYSTEM	Canada	Application No. 3,077,466	Application date: Apr-29-2016
10.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP	European Patent Office (EPO)	EP 2 678 084	Apr-15-2015
11.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP	France	EP 2 678 084	Apr-15-2015
12.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP	United Kingdom	EP 2 678 084	Apr-15-2015
13.	SPORTS GLOVE HAVING IMPROVED WRIST STRAP	Italy	EP 2 678 084	Apr-15-2015

Copyrights

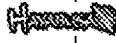
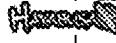





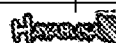
	Owner	Copyright	Registration Number	Registered Security
1.	Hayabusa Fightwear Inc.	Falcon Logo	1120186	TBD
2.	Hayabusa Fightwear Inc.	Graphical Design Pattern (Metaru Pattern)	1120185	TBD


Trademarks/Designs

Country	Trademark & App No./Reg No.	Design	Classes	Status
Argentina	HAYABUSA Design 2.873.964		Class 25	Registered March 8, 2017
	HAYABUSA Design 2.850.673		Class 28	Registered November 17, 2016
Australia	3D Glove 2,048,598		Class 28	Filed through Madrid February 11, 2021
	HAYABUSA 1306171		Classes 25 and 28	Registered February 1, 2010
Brazil	HAYABUSA 830340378		Class 28	Registered July 17, 2018
	Bird Logo in Circle 907525431		Class 25	Registered November 16, 2016
	Bird Logo in Circle 907525520		Class 28	Registered November 16, 2016
	HAYABUSA FIGHT & Falcon Logo 914809695		Class 28	Registered
Canada	HAYABUSA TMA898,841		Class 25	Registered March 16, 2015
	HAYABUSA TMA840,252		Class 28	Registered January 15, 2013
	TOKUSHU TMA898,314		Class 28	Registered March 10, 2015
	IKUSA TMA899,062		Class 28	Registered March 18, 2015
	DELTRA EG TMA876,275		Class 28	Registered April 23, 2014
	DUAL-X TMA868,150		Class 28	Registered January 2, 2014
	FUSION SPLINTING TMA864,995		Class 28	Registered November 14, 2013
	KANPEKI ELITE TMA861,746		Class 28	Registered October 2, 2013
	WELD3 Stylized TMA865,424		Classes 25 and 28	Registered November 19, 2013
	Falcon Design TMA744,965		Classes 25 and 28	Registered August 10, 2009
	HAYABUSA Design TMA973,764		Classes 25 and 28	Registered June 16, 2017
	VYLAR TMA895,189		Class 18	Registered January 28, 2015
	HAYABUSA TMA993,280		Class 41	Registered March 27, 2018
	HAYABUSA Stylized TMA1,013,747		Classes 25, 28 and 41	Registered January 24, 2019
3D Glove 2,048,598 Falcon Logo TMA1,013,740		Class 28 Classes 25, 28 and 41	Filed August 28, 2020 Registered January 24, 2019	

	BOXING PERFECTED 2128583		Class 28	Filed August 20, 2021
	THE FUTURE OF BOXING 2128578		Class 28	Filed August 20, 2021
Chile	HAYABUSA 1245213		Classes 25 and 28	Registered April 24, 2017
China	3D Glove 2,048,598		Class 28	Filed through Madrid February 11, 2021
	HAYABUSA 11946813		Class 25	Registered June 14, 2014
	HAYABUSA 7517648		Class 28	Registered November 7, 2010
	HAYABUSA Design 18265604	Class	Class 25	Registered October 7, 2017
	HAYABUSA Design 18272927	Class	Class 28	Registered December 14, 2016
	TOKUSHU 20886404		Class 28	Registered September 28, 2017
	特酷秀 (TOKUSHU) 20909927		Class 28	Registered September 28, 2017
	IKUSA 20886495		Class 28	Registered September 28, 2017
	爱酷胜 (IKUSA) 20910096		Class 28	Registered September 28, 2017
	KANPEKI ELITE 20886514		Class 28	Registered September 28, 2017
	康培奇菁英 (KANPEKI ELITE) 20910116		Class 28	Registered September 28, 2017
	迈塔锐 (METARU) 20909727		Class 25	Registered September 28, 2017
	哈雅布萨 (HAYABUSA) 20909337		Class 25	Registered September 28, 2017
	哈雅布萨 (HAYABUSA) 20909890		Class 28	Registered September 28, 2017
CTM (EUTM)*	HAYABUSA EUTM 8381105		Classes 25, 28 and 35	Registered January 12, 2010
	Falcon Design EUTM 010988053		Classes 25 and 28	Registered November 15, 2012
	Falcon Design EUTM 9685132		Classes 25, 28 and 35	Registered July 5, 2011
Cuba	HAYABUSA 4/2020		Classes 25 and 28	Awaiting examination
Hong Kong	HAYABUSA 303231260		Class 25	Registered December 11, 2014
	HAYABUSA 302887228		Class 28	Registered February 5, 2014

	Hayabusa Kanji Script 302797471		Class 41	Registered November 11, 2013
	Bird Logo in Circle 302797499		Class 41	Registered November 11, 2013
India	HAYABUSA 2662170		Classes 25 and 28	Registered
	HAYABUSA Design 2662171		Classes 25 and 28	Registered
Israel	HAYABUSA Design 268169		Classes 9, 25 and 28	Registered August 1, 2016
Japan	Falcon Logo 6093382		Classes 25 and 28	Registered October 26, 2018
	3D Glove 2,048,598		Class 28	Filed through Madrid February 11, 2021
	HAYABUSA FIGHT 2020- 085454		Classes 25 and 28	Filed July 9, 2020
Macau	HAYABUSA N/104436		Class 25	Registered April 28, 2016
	HAYABUSA N/104437		Class 28	Registered April 28, 2016
Malaysia	HAYABUSA Design 2014059410		Class 25	Registered November 25, 2015
	HAYABUSA Design 2014059413		Class 28	Registered March 10, 2017
Mexico	3D Glove 2,048,598		Class 28	Filed through Madrid February 11, 2021
	HAYABUSA 1347446		Class 25	Registered February 8, 2013
	HAYABUSA 1382922		Class 28	Registered July 18, 2013
	HAYABUSA Design 1839437		Class 41	Registered January 16, 2018
New Zealand	HAYABUSA 808362		Classes 25 and 28	Registered January 7, 2010
Pakistan	HAYABUSA 353734		Class 25	Registered July 7, 2017
	HAYABUSA 353735		Class 28	Registered April 10, 2017
	HAYABUSA Design 353736		Class 25	Registered July 7, 2017
	HAYABUSA Design 353737		Class 28	Registered July 5, 2017
Philippines	3D Glove 2,048,598		Class 28	Filed through Madrid February 11, 2021
	HAYABUSA 4/2014/00505402		Classes 25 and 28	Registered April 9, 2015
Russia	HAYABUSA 616055		Classes 25	Registered May 12, 2017
	HAYABUSA Design 616056		Classes 25	Registered May 12, 2017
Singapore	HAYABUSA 40201720855P		Classes 25 and 28	Registered october 24, 2017

Taiwan	HAYABUSA Design 01700948		Classes 9, and 28	Registered April 1, 2015
Thailand	HAYABUSA Design TM387025		Class 25	Registered January 10, 2013
	HAYABUSA Design 171119121		Class 28	Registered January 10, 2013
UAE	HAYABUSA 209132		Class 25	Registered October 7, 2014
	HAYABUSA 209133		Class 28	Registered October 7, 2014
Ukraine	HAYABUSA Stylized 280688		Classes 25 and 28	Registered August 10, 2020
	Falcon Logo 288058		Classes 25 and 28	Registered December 28, 2020
United Kingdom	HAYABUSA UK00003173174		Classes 25 and 28	Registered October 14, 2016
	HAYABUSA UK00908381105		Classes 25, 28 and 35	Registered January 12, 2010
	Falcon Design UK00910988053		Classes 25 and 28	Registered November 15, 2012
	Falcon Design UK00909685132		Classes 25, and 35	Registered July 5, 2011
United States	3D Glove 2,048,598		Class 28	Filed through Madrid February 11, 2021
	HAYABUSA 3,607,666		Class 25	Registered April 14, 2009
	HAYABUSA 3,552,101		Class 28	Registered December 23, 2008
	TOKUSHU 4,293,301		Class 28	Registered February 19, 2013
	IKUSA 4,293,299		Class 28	Registered February 19, 2013
	DELTRA EG 4,293,302		Class 28	Registered February 19, 2013
	DUAL-X 4,314,258		Class 28	Registered April 2, 2013
	FUSION SPLINTING 4,314,259		Class 28	Registered April 2, 2013
	KANPEKI ELITE 4,293,300		Class 28	Registered February 19, 2013
	WELD3 4,401,022		Class 25	Registered September 10, 2013
	HAYABUSA Design 4,867,834		Classes 25 and 28	Registered December 8, 2015
	VYLAR 4,411,676		Class 18	Registered October 1, 2013
	HAYABUSA 5,370,859		Class 41	Registered January 2, 2018

	HAYABUSA Stylized 87/194,552 5,816,361	HAYABUSA ; 25, 28 and 41	Registered July 30, 2019
	Falcon Logo 87/194,557 5,816,362	 Classes 25, 28 and 41	Registered July 30, 2019