

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACK DIAMOND EQUIPMENT, LTD.		04/18/2022	Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6383797		
Registration Number:	6152167	PILOT	
Registration Number:	5965521	BLACK DIAMOND	
Registration Number:	6364757	ZONE	
Registration Number:	6223864	DYNEX	
Registration Number:	6087316	DYNEX	
Registration Number:	6014301	BD DRY	
Registration Number:	5814816	BD DRY	
Registration Number:	5829300	BD DRY	
Serial Number:	88103362	DYNEX	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

CH \$265.00 6383797

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 036084-30115

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 04/18/2022

Total Attachments: 4

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**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 April 18, 2022 by and from BLACK DIAMOND EQUIPMENT, LTD., a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent and security trustee for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, CLARUS CORPORATION, a Delaware corporation (the “Company”), the Grantor, the other Loan Parties party thereto, the Lenders party thereto, and the Grantee as administrative agent for the Lenders, previously entered into a Credit Agreement, dated as of May 3, 2019, (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Credit Agreement”);

WHEREAS, the Company, the Grantor, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of May 3, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Company, the Grantor, the other Loan Parties party thereto, the Lenders party thereto, and the Grantee as administrative agent for the Lenders (in such capacity, the “Administrative Agent”) have entered into an Amended and Restated Credit Agreement, dated as of April 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), which amended and restated the Existing Credit Agreement in its entirety;

WHEREAS, in connection with the Credit Agreement, the Loan Parties and the Administrative Agent entered into a Reaffirmation Agreement, dated as of April 18, 2022, whereby the Grantor reaffirmed the security interest granted to Grantee under the Security Agreement;

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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 meanings given to them in the Credit Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon Payment in Full, the security interest acquired by Grantee

under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.


(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

3) Counterparts. This Confirmatory Grant 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.





4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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

BLACK DIAMON EQUIPMENT, LTD., as Grantor

By: 
Name: Aaron J. Kuehne
Title: Chief Operating Officer and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
DYNEX	88103362 04-SEP-2018	--	Black Diamond Equipment, Ltd.
Design Only 	88907445 08-MAY-2020	6383797 15-JUN-2021	Black Diamond Equipment, Ltd.
PILOT	88811964 26-FEB-2020	6152167 15-SEP-2020	Black Diamond Equipment, Ltd.
BLACK DIAMOND	88466946 10-JUN-2019	5965521 21-JAN-2020	Black Diamond Equipment, Ltd.
ZONE	87897833 27-APR-2018	6364757 25-MAY-2021	Black Diamond Equipment, Ltd.
DYNEX	88979345 04-SEP-2018	6223864 15-DEC-2020	Black Diamond Equipment, Ltd.
DYNEX	88977714 04-SEP-2018	6087316 23-JUN-2020	Black Diamond Equipment, Ltd.
BD DRY Design 	87982680 03-MAR-2017	6014301 17-MAR-2020	Black Diamond Equipment, Ltd.
BD DRY Design 	87981028 03-MAR-2017	5814816 23-JUL-2019	Black Diamond Equipment, Ltd.
BD DRY Design 	87193250 05-OCT-2016	5829300 06-AUG-2019	Black Diamond Equipment, Ltd.