

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725293

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                       |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                                    |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                                      | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Shakespeare All Star Acquisition LLC  |  | 05/02/2022            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Royal Bank of Canada, as First Lien Collateral Agent |                       |                                     |
| <b>Street Address:</b>  | 200 Vesey Street                                     |                       |                                     |
| <b>City:</b>  | New York   |                       |                                     |
| <b>State/Country:</b>   | NEW YORK   |                       |                                     |
| <b>Postal Code:</b>   | 10281  |                       |                                     |
| <b>Entity Type:</b>   | Bank: CANADA   |                       |                                     |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 6456206  | CATCH UGLY FISH       |                                     |
| <b>Registration Number:</b>   | 6196663  | CUSTOMIZE-IT          |                                     |
| <b>Registration Number:</b>   | 6634167  | EZ GROW               |                                     |
| <b>Registration Number:</b>   | 6257828  | HI-LITE               |                                     |
| <b>Registration Number:</b>   | 6129687  | UGLY TUFF             |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 2127514864   |                       |                                     |
| <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> |  |                       |                                     |
| <b>Phone:</b>   | 12129061216  |                       |                                     |
| <b>Email:</b>   | angela.amaru@lw.com                                  |                       |                                     |
| <b>Correspondent Name:</b>  | Latham & Watkins LLP c/o Angela M. Amaru             |                       |                                     |
| <b>Address Line 1:</b>  | 1271 Avenue of the Americas                          |                       |                                     |
| <b>Address Line 4:</b>  | New York, NEW YORK 10020                             |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 045777-0176  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Angela M. Amaru                                      |                       |                                     |
| <b>SIGNATURE:</b>   | /s/Angela M. Amaru                                   |                       |                                     |
| <b>DATE SIGNED:</b>   | 05/02/2022   |                       |                                     |

CH \$140.00 6456206

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of May 2, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Royal Bank of Canada, as collateral agent (in such capacity, and together with its successors and permitted assigns, the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement, as applicable.

WHEREAS, SP PF Buyer LLC, a Delaware limited liability company (together with its permitted successors and assigns, the “Borrower”), Holdings, Royal Bank of Canada, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and First Lien Collateral Agent, and each Lender from time to time party thereto have entered into the First Lien Credit Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Security Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): (i) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, (ii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto (excluding any Excluded Asset, which include any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO with respect thereto, but only to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law).

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality

## Execution Version

of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts and Electronic Execution. This IP Security Agreement may be executed in any number of 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 IP Security Agreement shall be deemed to include electronic signatures or electronic records, 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, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

PURE FISHING, INC., a Delaware corporation, as Grantor

By: \_\_\_\_\_

  
Name: Kevin Jayson  
Title: Treasurer

SHAKESPEARE ALL STAR ACQUISITION LLC, a Delaware limited liability company, as Grantor

By: \_\_\_\_\_

  
Name: Kevin Jayson  
Title: Treasurer

ROYAL BANK OF CANADA,  
as First Lien Collateral Agent

By:



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Name: Susan Khokher  
Title: Manager, Agency

SCHEDULE A

**TRADEMARKS**

|     | <b>Trademark/Image if any</b> | <b>Application Number<br/>Application Date</b> | <b>Registration Number<br/>Registration Date</b> | <b>Status</b>  | <b>Owner</b>                               |
|-----|-------------------------------|--|--|----------------|--|
| 1.  | BENEATH AND BEYOND            | 90896290<br>8/23/2021                          | ---  | Pending<br>ITU | Pure Fishing, Inc.                         |
| 2.  | CATCH MORE FISH               | 90354122<br>12/2/2020                          | 6483828<br>9/14/2021                             | Registered     | Pure Fishing, Inc.                         |
| 3.  | DURABRAID                     | 90746760<br>6/6/2021                           | ---  | Pending<br>ITU | Pure Fishing, Inc.                         |
| 4.  | ERGO-LOC                      | 90854762<br>7/29/2021                          | ---  | Pending<br>ITU | Pure Fishing, Inc.                         |
| 5.  | FENLITE                       | 87533553<br>7/19/2017                          | 5956048<br>1/7/2020                              | Registered     | Pure Fishing, Inc.                         |
| 6.  | FISH THROUGH IT               | 88840026<br>3/19/2020                          | 6230021<br>12/22/2020                            | Registered     | Pure Fishing, Inc.                         |
| 7.  | FLICKER MINNOW                | 90417492<br>12/27/2020                         | 6486118<br>9/14/2021                             | Registered     | Pure Fishing, Inc.                         |
| 8.  | FLUOROSHIELD                  | 88630846<br>9/25/2019                          | 6390116<br>6/15/2021                             | Registered     | Pure Fishing, Inc.                         |
| 9.  | GONE GIFTIN'                  | 88923430<br>5/19/2020                          | 6343411<br>5/4/2021                              | Registered     | Pure Fishing, Inc.                         |
| 10. | PRIMAL                        | 90732537<br>5/25/2021                          | ---  | Pending        | Pure Fishing, Inc.                         |
| 11. | CATCH UGLY FISH               | 88294017<br>2/8/2019                           | 6456206<br>8/17/2021                             | Registered     | Shakespeare All<br>Star Acquisition<br>LLC |
| 12. | CUSTOMIZE-IT                  | 88638461<br>10/1/2019                          | 6196663<br>11/10/2020                            | Registered     | Shakespeare All<br>Star Acquisition<br>LLC |
| 13. | EZ GROW                       | 88474438<br>6/14/2019                          | 6634167<br>2/1/2022                              | Registered     | Shakespeare All<br>Star Acquisition<br>LLC |
| 14. | HI-LITE                       | 88506223<br>7/9/2019                           | 6257828<br>1/26/2021                             | Registered     | Shakespeare All<br>Star Acquisition<br>LLC |
| 15. | UGLY TUFF                     | 88779720<br>1/30/2020                          | 6129687<br>8/18/2020                             | Registered     | Shakespeare All<br>Star Acquisition<br>LLC |