

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TH LOBSTER TENNIS, LLC		05/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PRIMIS BANK		
Street Address:	9706 Atlee Commons Drive		
City:	Ashland		
State/Country:	VIRGINIA		
Postal Code:	23005		
Entity Type:	state chartered bank: VIRGINIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5367498		
Registration Number:	3103320	BUILT FOR LIFE	
Registration Number:	2853866	LOBSTER	
Registration Number:	2886491		
Registration Number:	4158757	THE PHENOM	
Registration Number:	3485813	PLAY MORE. WIN MORE.	
Registration Number:	5632736	THE PICKLE	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888772		
Email:	HWRTM@HuntonAK.com		
Correspondent Name:	John Gary Maynard, III		
Address Line 1:	951 East Byrd Street		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	125452.0000001		
NAME OF SUBMITTER:	John Gary Maynard, III		
SIGNATURE:	/John Gary Maynard, III/		

CH \$190.00 5367498

DATE SIGNED:	05/10/2022
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Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2022 (this “Security Agreement”), is made by WAHOO DOCKS, LLC, a Delaware limited liability company, TH LOBSTER TENNIS, LLC, a Delaware limited liability company, and HAR-TRU, LLC, a Delaware limited liability company (collectively, the “Grantor”), in favor of PRIMIS BANK, as agent (in such capacity, together with its successors and assigns, “Agent”) for the lenders party to the Loan Agreement (defined below) from time to time and their respective successors and assigns, individually and collectively as the context may require (“Lender”). All capitalized terms not defined herein shall have the meanings assigned to them in the Guaranty and Security Agreement.

WHEREAS, each of TH OPCO, LLC, a Delaware limited liability company (“TH OpCo”), and TUCKAHOE REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company (“TH Real Estate” and, together with TH OpCo, individually, jointly and collectively, “Borrower”), Agent and Lender have entered into a Revolving Credit and Term Loan Agreement, dated of even date herewith (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Loan Agreement”), pursuant to which the Lenders have agreed to provide extensions of credit to the Borrower from time to time on the terms contained therein;

WHEREAS, in connection with the Loan Agreement, the Borrower and the other Credit Parties entered into the Guaranty and Security Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of Agent and Lender; and

WHEREAS, the Guaranty and Security Agreement requires Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent, as administrative agent for Lender, and grants to Agent, as agent for the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Patent and Trademark Collateral”):

- (i) all of its Patents and all Patent Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on **Schedule I** hereto;
- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing;
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(iv) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule I** hereto;

(v) all renewals and extensions of the foregoing;

(vi) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(vii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent, as agent for the Secured Parties pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent and 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.

SECTION 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks and Patent and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia.

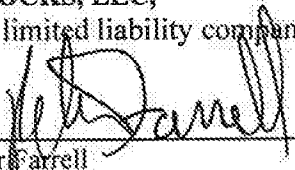
SECTION 7. Limitations on Agent's Authority. Notwithstanding anything contained herein to the contrary, Agent's authority hereunder is subject to all applicable limitations set forth in the Loan Agreement.

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IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

WAHOO DOCKS, LLC,
a Delaware limited liability company

By: 
Name: Peter Farrell
Title: Secretary

HAR-TRU, LLC,
a Delaware limited liability company

By: 
Name: Peter Farrell
Title: Secretary

TH LOBSTER TENNIS, LLC,
a Delaware limited liability company

By: 
Name: Peter Farrell
Title: Secretary

SCHEDULE I

Copyrights, Patents, and Trademarks and Copyright, Patent, and Trademark Licenses

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>	<u>Country Registered</u>
Wahoo Docks	WAHOO DECKS	87636842	Not Registered	United States
Wahoo Docks	DRYJOISTEZ	87636904	12/01/2020	United States
Wahoo Docks	FORTIS	4874936	12/22/2015	United States
Wahoo Docks	DRYJOIST	3678995	9/8/2009	United States
Wahoo Docks	ARIDDEK	3417228	4/29/2008	United States
Wahoo Docks	WAHOO	3434460	5/27/2008	United States
Wahoo Docks	WAHOO DOCKS	3444052	6/10/08	United States
Wahoo Docks	CAT5	5999964	3/3/2020	United States
Har-Tru, LLC	CLAYTECH	3524594	10/28/2008	United States
Har-Tru, LLC	COURTMASTER	2005694	10/8/1996	United States
Har-Tru, LLC	COURTMASTER	1986857	7/16/1996	United States
Har-Tru, LLC	TREAD BLASTER & Design	2702318	4/1/2003	United States
Har-Tru, LLC	COURTMASTER CLASSIC	4970575	5/31/2016	United States
Har-Tru, LLC	COURTMASTER ELITE	4970576	5/31/2016	United States
Har-Tru, LLC	TENEX	3099843	6/6/2006	United States
Har-Tru, LLC	COURTMASTER PRO	4990285	6/28/2016	United States
Har-Tru, LLC	COURTMASTER ROYALE	4970577	5/31/2016	United States
Har-Tru, LLC	HAR-TRU	1477103	2/16/1988	United States
Har-Tru, LLC	HAR-TRU	0998468	11/19/1974	United States
Har-Tru, LLC	HAR-TRU	5496094	6/19/2018	United States
Har-Tru, LLC	HYQ	88264007	01/05/2021	United States
TH Lobster Tennis, LLC	Ball Throwing Machine Design	5367498	01/02/2018	United States
TH Lobster Tennis, LLC	BUILT FOR LIFE	3103320	06/13/2006	United States
TH Lobster Tennis, LLC	LOBSTER (LOB-STER)	2853866	06/15/2004	United States
TH Lobster Tennis, LLC	LOBSTER (logo)	2866491	09/21/2004	United States

TH Lobster Tennis, LLC	PHENOM	4158757	06/12/2012	United States
TH Lobster Tennis, LLC	PLAY MORE, WIN MORE	3485813	08/12/2008	United States
TH Lobster Tennis, LLC	THE PICKLE	5632736	12/18/2018	United States

U.S. PATENTS

<u>Grantor</u>	<u>Number</u>	<u>Date</u>	<u>Issue Title</u>
Wahoo Docks	9,856,618	1/2/2018	Docking system with joint supports
Wahoo Docks	9,145,670	9/29/2015	Docking system with joint supports
Wahoo Docks	8,668,407	3/11/2014	Docking system with joint supports
Wahoo Docks	8,157,480	4/17/2012	Docking system with joint supports
Wahoo Docks	7,806,630	10/5/2010	Docking system with joint supports
Wahoo Docks	9,032,691	5/19/2015	Support structure and system providing element protection
Wahoo Docks	8,276,344	10/2/2012	Support structure and system providing element protection
Wahoo Docks	9,115,476	8/25/2015	Wave Attenuator
Wahoo Docks	9,469,954	10/18/2016	Wave Attenuator
Wahoo Docks, LLC	10,494,782	12/03/2019	Docking system with joint supports
Wahoo Docks, LLC	10,190,276	1/29/2019	Docking system with joint supports
Har-Tru, LLC	8,920,101	12/30/2014	Tennis Ball Collection Device
Har-Tru, LLC	10,43,5851	10/08/2019	Sub-Irrigated Tennis Court
Har-Tru, LLC	10,704,206	7/7/2020	Sub-Irrigated Tennis Court
TH Lobster Tennis, LLC	7,445,003	11/4/2008	Utility
TH Lobster Tennis, LLC	D641,437	7/12/2011	Design
TH Lobster Tennis, LLC	D748,349	1/26/2016	Design
TH Lobster Tennis, LLC	D794,878	8/15/2017	Design