

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURE FISHING, INC.		05/09/2022	Corporation: IOWA
SHAKESPEARE ALL STAR ACQUISITION LLC		05/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as collateral agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6483828	CATCH MORE FISH	
Registration Number:	5956048	FENLITE	
Registration Number:	6230021	FISH THROUGH IT	
Registration Number:	6486118	FLICKER MINNOW	
Registration Number:	6390116	FLUOROSHIELD	
Registration Number:	6343411	GONE GIFTIN'	
Registration Number:	6456206	CATCH UGLY FISH	
Registration Number:	6196663	CUSTOMIZE-IT	
Registration Number:	6634167	EZ GROW	
Registration Number:	6257828	HI-LITE	
Registration Number:	6129687	UGLY TUFF	
Serial Number:	90896290	BENEATH AND BEYOND	
Serial Number:	90746760	DURABRAID	
Serial Number:	90854762	ERGO-LOC	
Serial Number:	90732537	PRIMAL	
CORRESPONDENCE DATA			
Fax Number:	2028357586		

CH \$390.00 6483828

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	26203.00007
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/23/2022

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

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 9, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, and together with its successors and permitted assigns, the “Second 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, KKR Credit Advisors (US) LLC, as structuring advisor, Cortland Capital Market Services LLC, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and Second Lien Collateral Agent, and each Lender from time to time party thereto have entered into the Second 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 Second 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 Second 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 Second 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 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 Patents and 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 Second 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.,
as Grantor


By:



Name: Kevin Jayson
Title: Treasurer

SHAKESPEARE ALL STAR ACQUISITION LLC,
as Grantor

By:



Name: Kevin Jayson
Title: Treasurer

CORTLAND CAPITAL MARKET SERVICES LLC,
as Second Lien Collateral Agent.

By: 
Name: Pinju Chiu
Title: Associate Counsel

SCHEDULE A

United States Trademark Registrations and Trademark Applications

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