

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAGLERIDER, INC.		05/25/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90463824	EAGLESHARE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	043732.000005		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	06/02/2022		
Total Attachments: 5			
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Supplement”) made as of this 25th day of May, 2022 by EAGLERIDER INC., a California corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 (“**Grantor**”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, with an address at 225 W. Washington Street, 9th Floor, Chicago, IL 60606, in its capacity as “Collateral Agent” under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Collateral Agent” appointed under the Credit Agreement, “**Agent**”):

W I T N E S E T H

WHEREAS, Grantor, certain of its affiliates or subsidiaries and Agent are parties to a certain Intellectual Property Security Agreement dated as of December 18, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**IP Agreement**”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and Lenders, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property which constitutes Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired US Registered Intellectual Property, which Supplement is intended by the parties thereto to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and Lenders, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of the Secured Parties, a continuing security

interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule I to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record (at such Grantor's sole cost and expense) a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Secured Parties that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property which constitutes Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC, as Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

Schedule I to Supplement To Intellectual Property Security Agreement

**EagleRider, Inc.
(California Corporation)**

U.S. Trademark

Trademark Application

Mark	Appl. No.	Filing Date
EAGLESHARE	90463824	01/13/2021