

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIKING RE HOLDCO LLC		08/05/2022	Limited Liability Company: DELAWARE
HIGH BAR BRANDS OPERATING, LLC		08/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, as Agent		
Street Address:	425 Lexington Ave		
Internal Address:	Floor 4		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4421260	FAST FLAP	
Registration Number:	3378589	LIQUIDPLATIUM	
Registration Number:	3208139	MINIMIZER	
Registration Number:	4374924	MINIMIZER	
Registration Number:	4428166	TESTED AND TORTURED	
Registration Number:	6012598	MINIMIZER	
Registration Number:	618937	PREMIER	
Registration Number:	618938	HITCHMASTER	
Registration Number:	2473774	SAF-TITE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		

OP \$240.00 4421260

Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1759940

NAME OF SUBMITTER: Janet Wamsley

SIGNATURE: /Janet Wamsley/

DATE SIGNED: 08/08/2022

Total Attachments: 12

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**JOINDER AND FIRST AMENDMENT TO
COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT**

This Joinder and First Amendment to Copyright, Patent and Trademark Security Agreement (this “First Amendment”) is made as of August 5, 2022 by and among High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC, a Delaware limited liability company (“Existing Grantor”), Viking RE Holdco, LLC, a Delaware limited liability company (“New Grantor”, and together with the Existing Grantor, individually, a “Grantor”, and collectively, the “Grantors”), and CIBC Bank USA, as agent (in such capacity, the “Agent”) for its own benefit and the benefit of the other Lenders (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of January 14, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), by, among others, Existing Grantor, the Lenders party thereto from time to time, and the Agent;

WHEREAS, reference is further made to that certain Copyright, Patent and Trademark Security Agreement, dated as of January 14, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “IP Security Agreement”), by and among the Existing Grantor and the Agent, pursuant to which, among other things, the Existing Grantor granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in and to the Copyrights, the Patents and the Trademarks (each as defined therein) (collectively, the “IP Collateral”);

WHEREAS, the New Grantor has joined the Credit Agreement and certain other Loan Documents pursuant to, among other things, that certain Joinder and Second Amendment to Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Joinder”), by, among others, the Existing Grantor, the Lenders party thereto from time to time, and the Agent;

WHEREAS, pursuant to the Credit Agreement, the New Grantor is required to join the IP Security Agreement as a “Grantor” thereunder;

WHEREAS, the Grantors have advised the Agent that certain of the Grantors have acquired additional IP Collateral; and

WHEREAS, the New Grantor desires to join the IP Security Agreement, and the Grantors and the Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement, the Credit Agreement or that certain Amended and Restated Guaranty and Collateral Agreement, dated as of January 14, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time) (as applicable).
2. Joinder to IP Security Agreement.
 - (a) In furtherance and as confirmation of the security interest granted by the New Grantor to the Agent (for its own benefit and the benefit of the Lenders) under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the New Grantor hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the Lenders) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of the New Grantor in and to the IP Collateral of the New Grantor.
 - (b) The New Grantor hereby (a) joins in the execution of, and becomes a party to, the IP Security Agreement, (b) agrees that the New Grantor shall, for all purposes, be deemed to be a “Grantor” under the IP Security Agreement, and (c) agrees that the New Grantor is bound by all representations, warranties, covenants, agreements, liabilities and obligations of the Grantors under the IP Security Agreement and all related documents, in each case, with the same force and effect as if the New Grantor was a signatory to the IP Security Agreement and such related documents and was expressly named therein.
3. Amendment to Exhibit A. **EXHIBIT A** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT A-1** attached hereto.
4. Amendment to Exhibit B. **EXHIBIT B** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT B-1** attached hereto.
5. Amendment to Exhibit C. **EXHIBIT C** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT C-1** attached hereto.
6. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor (including the New Grantor) hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the IP Collateral described on Exhibits A-1, B-1 and C-1 attached hereto) shall continue to secure the Secured Obligations. Each Grantor further

acknowledges and agrees that such Grantor does not have any knowledge of any offsets, defenses, or counterclaims against the Agent or any other Lender.

7. Counterparts. This First Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.
8. Governing Law. This First Amendment, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law, or otherwise) shall be governed and construed in accordance with the law of the State of New York, without regard to conflict of laws principles.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

VIKING RE HOLDCO, LLC

By: 

Name: Christopher P. Thorpe

Title: President and Chief Executive Officer

HIGH BAR BRANDS OPERATING, LLC

F/K/A PREMIER INTERCO, LLC

F/K/A FREEZE INTERCO, LLC

By: 

Name: Christopher P. Thorpe

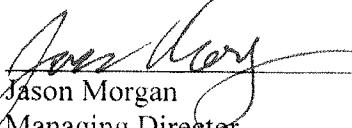
Title: President and Chief Executive Officer

Signature Page to Joinder and First Amendment to Copyright, Patent and Trademark Security Agreement

TRADEMARK
REEL: 007802 FRAME: 0197

AGENT:

CIBC BANK USA

By: 
Name: Jason Morgan
Title: Managing Director

Signature Page to Joinder and First Amendment to Copyright, Patent and Trademark Security Agreement

TRADEMARK
REEL: 007802 FRAME: 0198

EXHIBIT A-1

UNITED STATES ISSUED COPYRIGHTS

<u>Item</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Issuance/Registration/Application Number</u>
Online video	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	PA 1-931-385

UNITED STATES COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS

None.

FOREIGN COPYRIGHT APPLICATIONS

None.

EXHIBIT B-1

UNITED STATES ISSUED PATENTS

Item	Owner	Jurisdiction	Issuance/Registration/Application Number	Status
Design Patent	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	D735,008 S	Issued
Utility Patent	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	9,108,478	Issued
Utility Patent	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	9,441,696	Issued
Utility Patent	High Bar Brands Operating, LLC f/k/a Premier Interco,	United States	11,186,129	Issued

	LLC f/k/a Freeze Interco, LLC			
Utility Patent	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	11,318,801	Issued

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS



None.

EXHIBIT C-1

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

Item	Owner	Jurisdiction	Issuance/Registration/Applica tion Number	Deadlines
FAST FLAP	High Bar Brands Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	4,421,260	10/22/2023
MINIMIZER	High Bar Brands Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	Canada	TMA858,913	8/29/2028
LIQUIDPLATIUM	High Bar Brands Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze	United States	3,378,589	2/5/2028

Item	Owner	Jurisdiction	Issuance/Registration/Applica tion Number	Deadlines
	Interco, LLC			
MINIMIZER	High Bar Brands Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	3,208,139	2/13/2027
	High Bar Brands Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	4,374,924	7/30/2033
TESTED AND TORTURED	High Bar Brands Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	4,428,166	11/5/2023
	High Bar Brands	United States	88/558584 Reg. No. 6012598	3/17/2026

Item	Owner	Jurisdiction	Issuance/Registration/Applica tion Number	Deadlines
	Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC			
PREMIER	High Bar Brands Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	618937	Renewal Due January 10, 2026
HITCHMASTER	High Bar Brands Operatin g, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	618938	Renewal Due January 10, 2026
SAF-TITE	High Bar Brands Operatin g, LLC f/k/a Premier Interco,	United States	2473774	Renewal Due July 31, 2031

Item	Owner	Jurisdiction	Issuance/Registration/Applica tion Number	Deadlines
	LLC f/k/a Freeze Interco, LLC			

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

1. "Viking Sales"



- 2.

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

Item	Owner	Jurisdiction	Issuance/Registration/Applicati on Number	Deadlines
PREMIER	Premier Equipme nt, Inc.	Mexico	1707059	October 9, 2024

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