

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM751601

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		TRADEMARK SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRAKEN INTERNATIONAL, LLC		08/25/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Collateral Agent		
<b>Street Address:</b>	2380 Performance Dr.		
<b>Internal Address:</b>	Building C, Mail Code: TX2-984-03-26		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75082		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6641056	DRAKEN	
<b>Registration Number:</b>	6641055	PREPARE TO PREVAIL	
<b>Serial Number:</b>	90420711	PREPARE TO PREVAIL DRAKEN	
<b>Serial Number:</b>	90420683	PREPARE TO PREVAIL DRAKEN	
<b>Serial Number:</b>	90420680	PREPARE TO PREVAIL DRAKEN	
<b>Serial Number:</b>	90420620	PREPARE TO PREVAIL DRAKEN	
<b>Serial Number:</b>	90420615	PREPARE TO PREVAIL DRAKEN	
<b>Serial Number:</b>	90420566	DRAKEN	
<b>Serial Number:</b>	90420544	DRAKEN	
<b>Serial Number:</b>	90420537	DRAKEN	
<b>Serial Number:</b>	90420523	DRAKEN	
<b>Serial Number:</b>	90420512	PREPARE TO PREVAIL	
<b>Serial Number:</b>	90420473	PREPARE TO PREVAIL	
<b>Serial Number:</b>	90420455	PREPARE TO PREVAIL	
<b>Serial Number:</b>	90420448	PREPARE TO PREVAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		

OP \$390.00 6641056

**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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	031752.000388
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<b>NAME OF SUBMITTER:</b>	John Slaughter
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<b>SIGNATURE:</b>	/john slaughter/
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<b>DATE SIGNED:</b>	08/26/2022
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT (SHORT FORM)

### TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 25, 2022, by Draken International, LLC (the “Grantor”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, reference is herein made to a Credit Agreement, dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), entered into by and among Draken Holdings LLC, a Delaware limited liability company (“Holdings”), the Grantor, certain Subsidiaries of the Grantor party thereto from time to time, the Guarantors party thereto from time to time, the Lenders and L/C Issuers from time to time party thereto, and Bank of America, N.A., in its capacity as Administrative Agent for the Lenders, Collateral Agent (in such capacity, the “Collateral Agent”), Swing Line Lender and an L/C Issuer.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

WHEREAS, as a condition to the Lenders making certain accommodations to Grantor and the other Loan Parties in connection with an amendment to the Credit Agreement, the Lenders have required that the Grantor execute this Agreement in favor of the Collateral Agent for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to agree to amend the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and

deliver to the Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[Signature pages follow.]

**DRAKEN INTERNATIONAL, LLC**

DocuSigned by:



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

Name: Sarah Harrison

Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Collateral Agent

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

Name: G. Christopher Miller  
Title: Senior Vice President

**Schedule I  
Trademark Registrations and Applications**

**Draken International, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademarks**

**Trademark Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
DRAKEN (Stylized)	6641056	02/08/2022
PREPARE TO PREVAIL	6641055	02/08/2022

**Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
PREPARE TO PREVAIL DRAKEN and Design	90420711	12/28/2020
PREPARE TO PREVAIL DRAKEN and Design	90420683	12/28/2020
PREPARE TO PREVAIL DRAKEN and Design	90420680	12/28/2020
PREPARE TO PREVAIL DRAKEN and Design	90420620	12/28/2020
PREPARE TO PREVAIL DRAKEN and Design	90420615	12/28/2020
DRAKEN (Stylized)	90420566	12/28/2020
DRAKEN (Stylized)	90420544	12/28/2020
DRAKEN (Stylized)	90420537	12/28/2020
DRAKEN (Stylized)	90420523	12/28/2020
PREPARE TO PREVAIL	90420512	12/28/2020
PREPARE TO PREVAIL	90420473	12/28/2020
PREPARE TO PREVAIL	90420455	12/28/2020
PREPARE TO PREVAIL	90420448	12/28/2020