

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOBIE CAT COMPANY II, LLC		11/22/2022	Limited Liability Company: DELAWARE
HOBIE CAT IP, LLC		11/22/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MAYNARDS INDUSTRIES USA LLC, AS AGENT
Street Address:	300 LOWELL COURT
City:	BLOOMFIELD HILLS
State/Country:	MICHIGAN
Postal Code:	48304
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4708211	
Registration Number:	1165932	HOBIE SPORTS
Registration Number:	1059363	H
Registration Number:	1071373	H
Registration Number:	1210358	H
Registration Number:	2082061	H
Registration Number:	2162347	H
Registration Number:	2084523	H
Registration Number:	2112683	H
Registration Number:	2111069	H
Registration Number:	3544491	H
Registration Number:	5203195	H
Registration Number:	1046003	HOBIE
Registration Number:	1069802	HOBIE
Registration Number:	1447590	HOBIE
Registration Number:	2129264	HOBIE
Registration Number:	2111068	HOBIE

OP \$1165.00 4708211

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2103883	HOBIE
Registration Number:	2084524	HOBIE
Registration Number:	2162348	HOBIE
Registration Number:	2084526	HOBIE
Registration Number:	2086296	HOBIE
Registration Number:	2415459	HOBIE
Registration Number:	2742463	HOBIE
Registration Number:	3544490	HOBIE
Registration Number:	5203194	HOBIE
Registration Number:	5263696	HOBIE
Registration Number:	5228117	HOBIE
Registration Number:	5301200	HOBIE
Registration Number:	0905789	HOBIE CAT
Registration Number:	0839490	HOBIE
Registration Number:	5319769	HOBIE H EVOLVE
Registration Number:	4184449	HOBIE SAND BAR
Registration Number:	0745750	HOBIE
Registration Number:	1581288	HOBIE
Registration Number:	3579832	HOBIE
Registration Number:	2866461	MIRAGE
Registration Number:	5086479	MIRAGE ECLIPSE
Registration Number:	5086481	MIRAGE
Registration Number:	3723157	MIRAGEDRIVE
Registration Number:	3175497	OASIS
Registration Number:	5426185	OUTBACK
Registration Number:	5853410	PASSPORT
Registration Number:	5665996	PRO ANGLER
Registration Number:	3451316	REVOLUTION
Registration Number:	2175219	HOBIE OUTBACK

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1230 Peachtree Street, Suite 2100

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2080777.0007 - Hobie Cat
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	11/23/2022

Total Attachments: 8

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 22, 2022 (this "Trademark Agreement"), is made by HOBIE CAT COMPANY II, LLC., a Delaware limited liability company ("Hobie Cat"), and HOBIE CAT IP, LLC, a Delaware limited liability company ("Hobie Cat IP"), and together with Hobie Cat, including the successors and assigns, each a "Grantor" and, collectively, the "Grantors", in favor of MAYNARDS INDUSTRIES USA LLC, a Delaware limited liability company, as collateral agent (in such capacity, the "Agent") for the benefit of the Noteholders of those certain Subordinated Promissory Notes (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors and the Agent have entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Trademark Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Security Agreement, the Grantors hereby agree as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantors, 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 the Grantors, hereby pledge, assign and transfer to the Agent for the benefit of the Noteholders, and grant to the Agent for the benefit of the Noteholders a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its registered Trademarks and all Trademark Licenses for registered Trademarks providing for the grant by or to the Grantors of any right under any Trademark, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 **Security Agreement**. The security interest granted pursuant to this Trademark Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, any Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Trademark 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 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOWS]

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

GRANTORS:

HOBIE CAT COMPANY II, LLC

By: _____
Name: Aaron Stewardson
Title: Director

HOBIE CAT IP, LLC

By: _____
Name: Aaron Stewardson
Title: Director

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**MAYNARDS INDUSTRIES USA LLC,
as Agent**

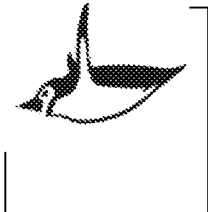
By: *Taso Sofikitis*
Name: Taso Sofikitis
Title: President

SCHEDULE I

Trademarks

TRADEMARK REGISTRATIONS & U.S. TRADEMARK APPLICATIONS

Owner: HOBIE BRANDS INTERNATIONAL, L.C.

Mark	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
		86364476	24-Mar-15	4,708,211	24-Mar-21
HOBIE SPORTS		73222988	18-Aug-91	1165932	18-Aug-21
H Stylized	Nov 3 1975	73067702	Feb 15 1977	1059363	Feb 15 2027
H Stylized	Jun 10 1976	73089992	Aug 16 1977	1071373	Aug 16 2027
H Stylized	Oct 21 1981	73333528	Sep 28 1982	1210358	Sep 28 2022
H Stylized	May 26 1995	74680256	Jul 22 1997	2082061	Jul 22 2027
H Stylized	May 26 1995	74680258	Jun 2 1998	2162347	Jun 2 2028
H Stylized	May 26 1995	74680259	Jul 29 1997	2084523	Jul 29 2027
H Stylized	May 26 1995	74680260	Nov 11 1997	2112683	Nov 11 2027
H Stylized	May 26 1995	74680267	Nov 4 1997	2111069	Nov 4 2027

Mark	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
H Stylized	Aug 1 2007	77244421	Dec 9 2008	3544491	Dec 9 2028
H Stylized	May 9 2016	87030258	May 16 2017	5203195	May 16 2027
HOBIE	Nov 3 1975	73067717	Aug 10 1976	1046003	Aug 10 2026
HOBIE	Jun 10 1976	73090009	Jul 19 1977	1069802	Jul 19 2027
HOBIE	Jun 28 1982	73371984	Jul 14 1987	1447590	Jul 14 2027
HOBIE	May 16 1995	74675218	Jan 13 1998	2129264	Jan 13 2028
HOBIE	May 26 1995	74680264	Nov 4 1997	2111068	Nov 4 2027
HOBIE	May 26 1995	74680270	Oct 7 1997	2103883	Oct 7 2027
HOBIE	May 26 1995	74680271	Jul 29 1997	2084524	Jul 29 2027
HOBIE	May 26 1995	74680273	Jun 2 1998	2162348	Jun 2 2028
HOBIE	May 26 1995	74680274	Jul 29 1997	2084526	Jul 29 2027
HOBIE	May 26 1995	74680275	Aug 5 1997	2086296	Aug 5 2027
HOBIE	Aug 17 1999	75777859	Dec 26 2000	2415459	Dec 26 2030
HOBIE	Sep 8 1999	75796079	Jul 29 2003	2742463	Jul 29 2023
HOBIE	Aug 1 2007	77244419	Dec 9 2008	3544490	Dec 9 2028

Mark	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
HOBIE	May 9 2016	87030251	May 16 2017	5203194	May 16 2027
HOBIE	Jun 22 2016	87080926	Aug 15 2017	5263696	Aug 15 2027
HOBIE	Nov 21 2016	87244255	Jun 20 2017	5228117	Jun 20 2027
HOBIE	Mar 14 2017	87370391	Oct 3 2017	5301200	Oct 3 2027
HOBIE CAT	Jul 20 1970	72365673	Jan 12 1971	0905789	Jan 12 2031
Hobie Diamond Logo	Apr 9 1965	72216123	Nov 28 1967	0839490	Nov 28 2027
Hobie H Evolve Logo	Mar 6 2014	86212970	Oct 31 2017	5319769	Oct 31 2027
HOBIE SAND BAR	Apr 29 2011	85977018	Jul 31 2012	4184449	Jul 31 2022
HOBIE Stylized	Feb 7 1962	72137413	Feb 26 1963	0745750	Feb 26 2023
HOBIE Stylized	Jun 29 1989	73809611	Feb 6 1990	1581288	Feb 6 2030
HOBIE Stylized	Jul 14 2008	77521893	Feb 24 2009	3579832	Feb 24 2029
MIRAGE	Aug 5 2003	76539898	Jul 27 2004	2866461	Jul 27 2024
MIRAGE ECLIPSE	Apr 15 2016	87002317	Nov 22 2016	5086479	Nov 22 2026
MIRAGE	Apr 15 2016	87002324	Nov 22 2016	5086481	Nov 22 2026

Mark	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
MIRAGEDRIVE	Apr 9 2008	77444305	Dec 8 2009	3723157	Dec 8 2029
OASIS	Jul 6 2005	78664489	Nov 21 2006	3175497	Nov 21 2026
OUTBACK	Apr 12 2017	87408936	Mar 20 2018	5426185	Mar 20 2028
PASSPORT	Nov 30 2018	88213032	Sep 3 2019	5853410	Sep 3 2029
PRO ANGLER	May 29 2018	87939477	Jan 29 2019	5665996	Jan 29 2029
REVOLUTION	Jun 21 2006	78913202	Jun 17 2008	3451316	Jun 17 2028
HOBIE OUTBACK	Apr 8 1994	74516134	Jul 21 1998	2175219	