

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777027

| | | | |
|---|---|------------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GEROLINE INC. | | 12/28/2022 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | GOLUB CAPITAL MARKETS LLC, as Administrative Agent and Collateral Agent | | |
| Street Address: | 666 Fifth Avenue, 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10103 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5959263 | GEROLINE | |
| Registration Number: | 1616803 | | |
| Registration Number: | 5958858 | K1 SERIES | |
| Registration Number: | 5958859 | K1 SERIES MID-SOLE ICE CLEAT | |
| 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: | 8004945225 | | |
| Email: | ipteam@coagencyglobal.com | | |
| Correspondent Name: | JAY DASILVA | | |
| Address Line 1: | 1025 CONNECTICUT AVE., NW, STE. 712 | | |
| Address Line 2: | COAGENCY GLOBAL INC. | | |
| Address Line 4: | WASHINGTON, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 1867807 TM A | | |
| NAME OF SUBMITTER: | Jai Malhotra | | |
| SIGNATURE: | /Jai Malhotra/ | | |
| DATE SIGNED: | 12/28/2022 | | |
| Total Attachments: 5 | | | |

OP \$115.00 5959263

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of December 28, 2022, by **GEROLINE INC.**, an Ontario corporation (“Grantor”), in favour of **GOLUB CAPITAL MARKETS LLC**, in its capacity as administrative agent and collateral agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns in such capacity, “Grantee”):

WITNESSETH:

WHEREAS, Grantee, the Lenders from time to time party thereto, SUREWERX PURCHASER II, INC., a Delaware corporation, as Holdings, and SUREWERX PURCHASER III, INC., a Delaware corporation, as borrower (the “Borrower”) are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for extensions of credit to be made to the Borrower by the Lenders (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or, if not defined in the Credit Agreement, then as defined in the Security Agreement (as defined below)); and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement (Canada) dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications under United States law for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement,

misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

The security interests granted hereunder are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 between any provision of this Agreement and the Security Agreement, the Security Agreement shall govern.

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Agreement constitutes a Loan Document. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

GEROLINE INC.

By: DocuSigned by:
Derek Lim
0000037ECC0874BF...

Name: Derek Lim

Title: Director

Agreed and Accepted:

GOLUB CAPITAL MARKETS LLC
as Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE 1

Trademark Applications

| COUNTRY | MARK | APPLN NO. | FILED | REGN NO. | REGN DATE | OWNER | STATUS |
|----------------|---|------------------|--------------|-----------------|------------------|---------------|--|
| Canada | GEROLINE + | 1929369 | 11/08/2018 | N/A | N/A | Geroline Inc. | In default (Intentionally Abandoned) |
| Canada | K1 MID- SOLE | 2086639 | 2/23/2021 | N/A | N/A | Geroline Inc | Pending |
| Canada | THE GRIP THAT CHANGED THE GAME | 2040811 | 7/20/2020 | N/A | N/A | Geroline Inc | Pending |

Trademark Registrations

| COUNTRY | MARK | APPLN NO. | FILED | REGN NO. | REGN DATE | OWNER | STATUS |
|----------------|------------------------------------|------------------|--------------|-----------------|------------------|--------------|---------------|
| US | GEROLINE | 88/421320 | 5/08/2019 | 5959263 | 1/14/2020 | Geroline Inc | |
| US | K1 MID- SOLE | 79/321858 | 4/12/2021 | 1616803 | 6/07/2022 | Geroline Inc | |
| Canada | K1 SERIES | 1929373 | 11/08/2018 | TMA1150994 | 11/14/2022 | Geroline Inc | Registered |
| US | K1 SERIES | 88/226875 | 12/12/2018 | 5958858 | 1/14/2020 | Geroline Inc | |
| Canada | K1 SERIES MID-SOLE ICE CLEAT | 1929370 | 11/08/2018 | TMA1150996 | 11/14/2022 | Geroline Inc | Registered |
| US | K1 SERIES MID-SOLE ICE CLEAT | 88/226879 | 12/12/2018 | 5958859 | 1/14/2020 | Geroline Inc | |