

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM801197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliable Knitting Works		04/06/2023	Corporation: WISCONSIN
NitroGolf, LLC		04/06/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	5568220	THE ORIGINAL MUK LUKS	
Registration Number:	0585908	MUK LUKS	
Serial Number:	90127228	AT HOME BY MUK LUKS	
Registration Number:	4022874	BOOT SWEATERS	
Serial Number:	97099765	CHILLGUARD	
Serial Number:	90891352	COOL RETAINERS BY LUKEES	
Serial Number:	90891343	COOL RETAINERS BY MUK LUKS	
Serial Number:	90891360	COOL RETAINERS BY QUIETWEAR	
Registration Number:	6901839	ESSENTIALS BY MUK LUKS	
Registration Number:	5571448	HEAT RETAINERS BY MUK LUKS	
Registration Number:	6002936	HEAT RETAINERS BY QUIETWEAR	
Registration Number:	5690396	LUK EES	
Registration Number:	6748471	LUKEES HEAT RETAINERS	
Registration Number:	5214874	ML BY MUK LUKS	
Registration Number:	5903596	MUK LUK SPORT	
Registration Number:	6908691	MODCART	
Serial Number:	90127342	MUK LUKS	

OP \$1140.00 5568220

Property Type	Number	Word Mark
Registration Number:	4921160	MUK LUKS
Registration Number:	4761576	MUK LUKS À LA MODE
Serial Number:	90127246	MUK LUKS COMFORT OF HOME
Registration Number:	6487075	MUK LUKS COZY
Serial Number:	97774766	MUK LUKS GAMEDAY
Registration Number:	5138302	MUK LUKS GAMEDAY
Serial Number:	97148821	MUK LUKS RECLINER SOCKS
Serial Number:	97208248	MUK LUKS THE OFFICIAL WORK FROM HOME SLI
Serial Number:	97208257	MUK LUKS THE OFFICIAL WORK FROM HOME SOC
Serial Number:	97824850	MUK LUXE
Serial Number:	90524474	MUK LUXE
Registration Number:	6165445	NITRO HUNTING
Registration Number:	4385524	NUKAS
Serial Number:	90127198	PLANET EARTH BY MUK LUKS
Registration Number:	6901837	POLAR BOOTS
Registration Number:	3739527	POLAR BOOTS
Registration Number:	6901840	POLR BY MUK LUKS
Registration Number:	5020088	C17
Registration Number:	3678707	RUFF & TUFF
Registration Number:	6901838	SNOW SNEAKERS BY MUK LUKS
Serial Number:	97580219	SOCKERS BY MUK LUKS
Serial Number:	90372207	SOCKERS BY MUK LUKS
Registration Number:	4015855	SOFT ONES
Registration Number:	4386939	SOFT ONES
Registration Number:	4499665	THE ORIGINAL MUK LUK COMPANY
Registration Number:	6748370	THERE IS A SLIPPER INSIDE EVERY SHOE
Registration Number:	5445069	ZOO BABIES
Serial Number:	97301673	ZOO FRIENDS

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (140690-01144 F.M.)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01144
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/07/2023

Total Attachments: 8

source=Trademark Security Agreement (Siena-RKW) - Executed(130966596.1) (002)#page1.tif
source=Trademark Security Agreement (Siena-RKW) - Executed(130966596.1) (002)#page2.tif
source=Trademark Security Agreement (Siena-RKW) - Executed(130966596.1) (002)#page3.tif
source=Trademark Security Agreement (Siena-RKW) - Executed(130966596.1) (002)#page4.tif
source=Trademark Security Agreement (Siena-RKW) - Executed(130966596.1) (002)#page5.tif
source=Trademark Security Agreement (Siena-RKW) - Executed(130966596.1) (002)#page6.tif
source=Trademark Security Agreement (Siena-RKW) - Executed(130966596.1) (002)#page7.tif
source=Trademark Security Agreement (Siena-RKW) - Executed(130966596.1) (002)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6th day of April, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and SIENA LENDING GROUP LLC (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among RELIABLE KNITTING WORKS, a Wisconsin corporation (“RKW”), NITROGOLF, LLC, a Wisconsin limited liability company (“Nitrogolf” and together with RKW and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the “Borrowers” and each individually, a “Borrower”), the other Loan Parties set forth on the signature pages to the Loan Agreement, and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Schedule B of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising, but excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each trademark intellectual property license; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii)

right to receive license fees, royalties, and other compensation under any trademark intellectual property license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW AND CONSENT TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND CONSENT TO JURISDICTION OF SECTION 10.14 AND SECTION 10.15 RESPECTIVELY, OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. NOTICES. Any notice required or permitted to be given under this Trademark Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

RELIABLE KNITTING WORKS

By: Mark Blutstein
Name: Mark Blutstein
Title: President

NITROGOLF, LLC

By: Mark Blutstein
Name: Mark Blutstein
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

SIENA LENDING GROUP LLC

By: 

Name: Ernest Ahati

Title: Authorized Signatory

By: 


Name: Steven Sanicola

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


Trademark Registrations/Applications

Reliable Knitting Works:

Grantor	Trademark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
Reliable Knitting Works		USA	09/25/2018	5568220
Reliable Knitting Works		USA	02/23/1954	585908
Reliable Knitting Works	AT HOME BY MUK LUKS	USA	(08/20/2020)	(90127228)
Reliable Knitting Works	BOOT SWEATERS	USA	09/06/2011	4022874
Reliable Knitting Works	CHILLGUARD	USA	(10/29/2021)	(97099765)
Reliable Knitting Works	COOL RETAINERS BY LUKEES	USA	(08/19/2021)	(90891352)
Reliable Knitting Works	COOL RETAINERS BY MUK LUKS	USA	(08/19/2021)	(90891343)
Reliable Knitting Works	COOL RETAINERS BY QUIETWEAR	USA	(08/19/2021)	(90891360)
Reliable Knitting Works	ESSENTIALS BY MUK LUKS	USA	11/15/2022	6901839
Reliable Knitting Works	HEAT RETAINERS BY MUK LUKS	USA	09/25/2018	5571448
Reliable Knitting Works	HEAT RETAINERS BY QUIETWEAR	USA	03/03/2020	6002936
Reliable Knitting Works	LUK EES	USA	03/05/2019	5690396
Reliable Knitting Works	LUKEES HEAT RETAINERS	USA	05/31/2022	6748471
Reliable Knitting Works	ML BY MUK LUKS	USA	05/30/2017	5214874
Reliable Knitting Works	MUK LUK SPORT	USA	11/05/2019	5903596

Grantor	Trademark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
Reliable Knitting Works	MUK LUKS	USA	11/22/2022	6908691
Reliable Knitting Works	MUK LUKS	USA	(08/20/2020)	(90127342)
Reliable Knitting Works	MUK LUKS	USA	03/22/2016	4921160
Reliable Knitting Works	MUK LUKS À LA MODE	USA	06/23/2015	4761576
Reliable Knitting Works	MUK LUKS COMFORT OF HOME	USA	(08/20/2020)	(90127246)
Reliable Knitting Works	MUK LUKS COZY	USA	09/14/2021	6487075
Reliable Knitting Works	MUK LUKS GAMEDAY	USA	(01/31/2023)	(97774766)
Reliable Knitting Works	MUK LUKS GAMEDAY	USA	02/07/2017	5138302
Reliable Knitting Works	MUK LUKS RECLINER SOCKS	USA	(11/30/2021)	(97148821)
Reliable Knitting Works	MUK LUKS THE OFFICIAL WORK FROM HOME SLIPPER	USA	(01/07/2022)	(97208248)
Reliable Knitting Works	MUK LUKS THE OFFICIAL WORK FROM HOME SOCKS	USA	(01/07/2022)	(97208257)
Reliable Knitting Works	MUK LUXE	USA	(03/06/2023)	(97824850)
Reliable Knitting Works	MUK LUXE	USA	(02/11/2021)	(90524474)
Reliable Knitting Works	NITRO HUNTING	USA	09/29/2020	6165445
Reliable Knitting Works	NUKAS	USA	08/13/2013	4385524
Reliable Knitting Works	PLANET EARTH BY MUK LUKS	USA	(08/20/2020)	(90127198)
Reliable Knitting Works	POLAR BOOTS	USA	11/15/2022	6901837

Grantor	Trademark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
Reliable Knitting Works	POLAR BOOTS	USA	01/19/2010	3739527
Reliable Knitting Works	POLR BY MUK LUKS	USA	11/15/2022	6901840
Reliable Knitting Works	QUIETWEAR	USA	08/16/2016	5020088
Reliable Knitting Works	RUFF & TUFF	USA	09/08/2009	3678707
Reliable Knitting Works	SNOW SNEAKERS BY MUK LUKS	USA	11/15/2022	6901838
Reliable Knitting Works	SOCKERS BY MUK LUKS	USA	(09/06/2022)	(97580219)
Reliable Knitting Works	SOCKERS BY MUK LUKS	USA	(12/10/2020)	(90372207)
Reliable Knitting Works	SOFT ONES	USA	08/23/2011	4015855
Reliable Knitting Works	SOFT ONES	USA	08/20/2013	4386939
Reliable Knitting Works	THE ORIGINAL MUK LUK COMPANY	USA	03/18/2014	4499665
Reliable Knitting Works	THERE IS A SLIPPER INSIDE EVERY SHOE	USA	05/31/2022	6748370
Reliable Knitting Works	ZOO BABIES	USA	04/10/2018	5445069
Reliable Knitting Works	ZOO FRIENDS	USA	(03/08/2023)	(97301673)
Reliable Knitting Works	MUK LUKS	Canada		
Reliable Knitting Works	MUK LUKS	Europe		
Reliable Knitting Works	SLIPPER SOX BY MUK LUKS	China		

Grantor	Trademark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
Reliable Knitting Works	THE ORIGINAL MUK LUKS (in Chinese characters)	China		
Reliable Knitting Works	THE ORIGINAL MUK LUKS LOGO	China		
Reliable Knitting Works	HEAT RETAINER BY MUK LUKS	China		
Reliable Knitting Works		Japan		
Reliable Knitting Works	MUK LUKS	UK		

NitroGolf, LLC:

Grantor	Trademark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
NitroGolf, LLC	NITRO PICKLEBALL	USA	(01/30/2023)	(97773616)
NitroGolf, LLC	SECOND CHANCE	USA	01/05/2016	4881209
NitroGolf, LLC	TOUR 2	USA	02/16/2016	4900927
NitroGolf, LLC	NITRO LIQUID	USA	02/08/2022	6640548