

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809089

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EagleRider, Inc.		12/22/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90463824	EAGLESHARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-15114 F.M.)		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15114		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	05/09/2023		
<b>Total Attachments: 5</b>			
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of December 22, 2021, by **EAGLERIDER, INC.**, a California corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 ("EagleRider"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 350 South Grand Avenue, Suite 3850, Los Angeles CA 90071, in its capacity as "Agent" under the Credit Agreement (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, "Agent");

W I T N E S S E T H

WHEREAS, EagleRider, Eaglerider Holding, Inc., J.C. Bromac Corporation, EagleRider Finance LLC, ERMS1, LLC and ERMS2, LLC (collectively "Grantors" and each a "Grantor"), and Agent are parties to a certain Amended and Restated Intellectual Property Security Agreement, dated as of February 10, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and Lenders, each Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent and Lenders, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, each Grantor has agreed that upon the acquisition by such Grantor of any new US Registered Intellectual Property which constitutes Intellectual Property, such Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which such Grantor shall reconfirm the grant by it of a security interest in all such newly acquired US Registered Intellectual Property, which Supplement is intended by the parties thereto to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by each Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and Lenders, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule I to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Each Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Each Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property which constitutes Intellectual Property Collateral owned by such Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by such Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Eaglerider has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

EAGLERIDER, INC.


By: Karsten Summers  
Name: Karsten Summers  
Title: President

[SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (EAGLERIDER)]

TRADEMARK  
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ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION**, as Agent

By:   
Name: Christopher S. Calice  
Title: Vice President

[SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (EAGLERIDER)]

**TRADEMARK**  
**REEL: 008066 FRAME: 0353**

Schedule I To Supplement To Intellectual Property Security Agreement

U.S. Trademark

Mark	Appl. No.	Serial No.	Filing Date
EAGLESHARE	2178898	90463824	January 13, 2021