

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WALPOLE OUTDOORS LLC		08/30/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST BANK		
<b>Street Address:</b>	2465 Kuser Road, Suite 101		
<b>City:</b>	Hamilton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08690		
<b>Entity Type:</b>	Bank: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4408198	WALPOLE OUTDOORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	412-454-5079		
<b>Email:</b>	kim.petrolo@troutman.com		
<b>Correspondent Name:</b>	Troutman Pepper		
<b>Address Line 1:</b>	501 Grant Street, Suite 300		
<b>Address Line 2:</b>	Kim Petrolo, Paralegal		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	145875.16		
<b>NAME OF SUBMITTER:</b>	Kim Petrolo		
<b>SIGNATURE:</b>	/Kim Petrolo/		
<b>DATE SIGNED:</b>	09/05/2023		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of August 30, 2023, by and between **WALPOLE OUTDOORS LLC**, a Delaware limited liability company (“*Grantor*”), as borrower, and **FIRST BANK**, a New Jersey state-chartered bank (“*Lender*”), as lender.

### RECITALS:

**WHEREAS**, Grantor and Lender are entering into a Credit Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”; capitalized terms used herein and not defined herein are used as defined in the Credit Agreement), by and among Grantor, Walpole Holdings, LLC (“*Parent*”), each of the other direct and indirect subsidiaries of Grantor signatory thereto from time to time, and Lender;

**WHEREAS**, in order to induce the Lender to enter into and extend credit to Grantor under the Credit Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral pursuant to the terms of a certain Security and Pledge Agreement by and among Grantor, Parent and Lender dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”); and

**WHEREAS**, as a condition to the Credit Agreement and Security Agreement, the Grantor has and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**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, the parties agree as follows:

### SECTION 1 GRANT OF SECURITY INTEREST

**1.1** To secure its Obligations under the Credit Agreement and each other Loan Document, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “*Intellectual Property Collateral*”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

**1.2** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Lender.

**1.3** This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that

any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

**SECTION 2  
MISCELLANEOUS**

**2.1** Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.3 of the Credit Agreement.

**2.2** This 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.

**2.3** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**WALPOLE OUTDOORS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Craig Campbell  
Title: Vice President

**LENDER:**

**FIRST BANK,**  
a New Jersey state-chartered bank

By: \_\_\_\_\_  
Name: Ramzi J. Dagher  
Title: Senior Vice President

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Title: Vice President

**LENDER:**

**FIRST BANK,**  
a New Jersey state-chartered bank


By:  \_\_\_\_\_  
Name: Ramzi J. Dagher  
Title: Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<b>Patent</b>	<b>Owner/ Registrant of Record</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Status</b>
Post Base	Walpole Outdoors LLC	United States of America	US 6,401,411 B1	Granted



EXHIBIT C

Trademarks

<b>Trademark</b>	<b>Owner/ Registrant of Record</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Status</b>
WALPOLE OUTDOORS	Walpole Outdoors LLC	United States of America	4408198	Registered