

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mystery Tackle Box, Inc.		10/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, FL L2		
Internal Address:	IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	7027921	KARL'S	
Registration Number:	6975706	CAST & SEEK	
Registration Number:	6810442	CAST & SEEK	
Registration Number:	6975705	CAST & SEEK	
Registration Number:	6810441	CAST & SEEK	
Registration Number:	7019680		
Registration Number:	6654872	SALTNATIVE	
Registration Number:	7013266	FINESSE	
Registration Number:	7037791	FINESSE	
Registration Number:	7075761	CATCHSMART	
Registration Number:	5369620	WADE FOR IT	
Registration Number:	5369611	POSTFLY	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.di.grande@goldbergekohn.com		

OP \$315.00 7027921

Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1075.325

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 09/05/2023

Total Attachments: 8

source=Mystery Tackle - Trademark Security Agreement 4874-1359-7303 v.1#page1.tif
source=Mystery Tackle - Trademark Security Agreement 4874-1359-7303 v.1#page2.tif
source=Mystery Tackle - Trademark Security Agreement 4874-1359-7303 v.1#page3.tif
source=Mystery Tackle - Trademark Security Agreement 4874-1359-7303 v.1#page4.tif
source=Mystery Tackle - Trademark Security Agreement 4874-1359-7303 v.1#page5.tif
source=Mystery Tackle - Trademark Security Agreement 4874-1359-7303 v.1#page6.tif
source=Mystery Tackle - Trademark Security Agreement 4874-1359-7303 v.1#page7.tif
source=Mystery Tackle - Trademark Security Agreement 4874-1359-7303 v.1#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of October 20, 2021, is by MYSTERY TACKLE BOX, INC. ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 20, 2021, by and among the Grantor, the other Loan Parties party thereto from time to time, and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Administrative Agent has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of October 20, 2021 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any United States 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 United States Patent and Trademark Office 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 Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that

the rights and remedies of the Administrative 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

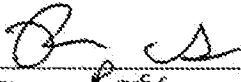
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Pages Follow]

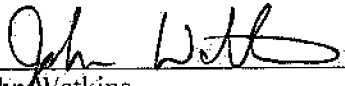
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MYSTERY TACKLE BOX, INC.
a Delaware corporation

By: 
Name: Ross Gordon
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: John Watkins
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Serial Number	Registration Date	Registration Number
Mystery Tackle Box, Inc.	MTB	90522262	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	MTB	90522257	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	MTB	90522251	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	MTB	90522245	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	MTB	90522237	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	GO-TO	90612966	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	10,000 FISH	90798406	Pending – Application filed 6/28/21	N/A
Mystery Tackle Box, Inc.	10,000 FISH	90798394	Pending – Application filed 6/28/21	N/A
Mystery Tackle Box, Inc.	[DESIGN ONLY]	90798387	Pending – Application filed 6/28/21	N/A
Mystery Tackle Box, Inc.	S	90798381	Pending – Application filed 6/28/21	N/A
Mystery Tackle Box, Inc.	BIOSPAWN	90798378	Pending – Application filed 6/28/21	N/A
Mystery Tackle Box, Inc.	BIOSPAWN	90798368	Pending – Application filed 6/28/21	N/A
Mystery Tackle Box, Inc.	S	90798366	Pending – Application filed 6/28/21	N/A
Mystery Tackle Box, Inc.	GO-TO	90612944	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	MYSTERY TACKLE BOX	90522223	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	TWITCH	90612987	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	[DESIGN ONLY]	90612977	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	MYSTERY TACKLE BOX	90522233	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	MYSTERY TACKLE BOX	90522231	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	MYSTERY TACKLE BOX	90522226	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	MYSTERY TACKLE BOX	90522219	Pending – Application filed 2/10/21	N/A
Mystery Tackle Box, Inc.	UNCHARTERED	90853079	Pending – Application filed 7/28/21	N/A
Mystery Tackle Box, Inc.	GRASS HERO	90651656	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	GRIDIRON	90651653	Pending –	N/A

Name of Grantor	Trademark	Serial Number	Registration Date	Registration Number
			Application filed 4/16/21	
Mystery Tackle Box, Inc.	ZINGER	90651648	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	THICC	90651646	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	HUMMER	90651642	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	REVOLVER	90651639	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	CONTENDER	90651636	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	SCOUT	90651633	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	FILTHY FROG	90651629	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	JUICEE	90651625	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	HOUND	90651621	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	BLOOPER	90651618	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	RECON	90651615	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	KLUTCH	90651614	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	BANGER	90651613	Pending – Application filed 4/16/21	N/A
Mystery Tackle Box, Inc.	LARGIE LOOKERS	90620929	Pending – Application filed 4/2/21	N/A
Mystery Tackle Box, Inc.	SMALLIE SPOTTERS	90620922	Pending – Application filed 4/2/21	N/A
Mystery Tackle Box, Inc.	GILL GOGGLES	90620909	Pending – Application filed 4/2/21	N/A
Mystery Tackle Box, Inc.	MONDO OPTICS	90620906	Pending – Application filed 4/2/21	N/A
Mystery Tackle Box, Inc.	MONDO KIT DANGLER	90620902	Pending – Application filed 4/2/21	N/A
Mystery Tackle Box, Inc.	MONDO KIT PRO	90620897	Pending – Application filed 4/2/21	N/A
Mystery Tackle Box, Inc.	MONDO KIT	90620893	Pending – Application filed 4/2/21	N/A
Mystery Tackle Box, Inc.	FINESSE LIGHT	90613086	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	FINESSE LIGHT	90613076	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	[DESIGN ONLY]	90613064	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	FINESSE	90613059	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	FINESSE	90613048	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	[DESIGN ONLY]	90613042	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	MUSCLE	90613035	Pending –	N/A

Schedule I

TRADEMARK
REEL: 008188 FRAME: 0113

Name of Grantor	Trademark	Serial Number	Registration Date	Registration Number
			Application filed 3/30/21	
Mystery Tackle Box, Inc.	MUSCLE	90613031	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	[DESIGN ONLY]	90613023	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	REACTION	90613016	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	REACTION	90613002	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	[DESIGN ONLY]	90612998	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	TWITCH	90612990	Pending – Application filed 3/30/21	N/A
Mystery Tackle Box, Inc.	KARL'S BAIT & TACKLE	88981072	5/18/21	6357674
Mystery Tackle Box, Inc.	CLICKBAIT	88782770	1/12/21	6247256
Mystery Tackle Box, Inc.	KARL'S BAIT & TACKLE BY THE CATCH CO	87983803	5/18/21	6356373
Mystery Tackle Box, Inc.	CATCH CO	87107050	2/11/20	5984699
Mystery Tackle Box, Inc.	[DESIGN ONLY]	87980557	5/21/19	5759243
Mystery Tackle Box, Inc.	CATCH CO	87560458	4/23/19	5734604
Mystery Tackle Box, Inc.	CATCH CO	87979616	2/19/19	5682265
Mystery Tackle Box, Inc.	[DESIGN ONLY]	87978612	11/6/18	5603405
Mystery Tackle Box, Inc.	CATCH CO	87978593	11/6/18	5603403
Mystery Tackle Box, Inc.	BIOSPAWN	87560452	3/20/18	5427385
Mystery Tackle Box, Inc.	MYSTERY TACKLE BOX .COM	86521983	9/22/15	4817355
Mystery Tackle Box, Inc.	CYCLEBAIT	86590218	3/29/16	4929002
Mystery Tackle Box, Inc.	JIG WIG	86350331	6/30/15	4765927
Mystery Tackle Box, Inc.	MYSTERY TACKLE BOX	86521982	9/22/15	4817354
Mystery Tackle Box, Inc.	CATCH CO	86845624	9/25/18	5570971

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(continued)

TRADEMARKS

Name of Grantor	Trademark	Serial Number	Registration Date	Registration Number
Mystery Tackle Box, Inc.	KARL'S	97311326	4/11/23	7027921
Mystery Tackle Box, Inc.	CAST & SEEK	90817991	2/7/23	6975706
Mystery Tackle Box, Inc.	CAST & SEEK	90817986	8/2/22	6810442
Mystery Tackle Box, Inc.	CAST & SEEK	90817980	2/7/23	6975705
Mystery Tackle Box, Inc.	CAST & SEEK	90817976	8/2/22	6810441
Mystery Tackle Box, Inc.	[DESIGN ONLY]	90527676	4/4/23	7019680
Mystery Tackle Box, Inc.	SALTNATIVE	90239737	2/22/22	6654872
Mystery Tackle Box, Inc.	FINESSE	90613063	3/28/23	7013266
Mystery Tackle Box, Inc.	FINESSE	90613054	4/25/23	7037791
Mystery Tackle Box, Inc.	CATCHSMART	90239731	6/6/23	7075761
Mystery Tackle Box, Inc.	WADE FOR IT	87475786	1/2/18	5369620
Mystery Tackle Box, Inc.	POSTFLY	87475716	1/2/18	5369611