

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842357

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		IP Security Agreement Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Torquay eTrading LLC		09/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited, as Security Agent		
Street Address:	55 Ludgate Hill		
Internal Address:	Level 1 West		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	5975991	CALENDARS FOR A CAUSE	
Registration Number:	6061395	IFOX CREATIONS	
Registration Number:	5565284		
Registration Number:	6026401	IFOX CREATIONS	
Registration Number:	5688814	PURECOMFORT	
Registration Number:	5485333	YOURFACEPILLOW	
Registration Number:	5506584	ELIXIR GLASSWARE	
Registration Number:	5506585	TRU BLU STEEL	
Registration Number:	5543790	BRIGHT DAY CALENDARS	
Registration Number:	5049347	SIMPLE SHINE.	
Registration Number:	5765378	STERLING FOR LIFE	
Registration Number:	5436469	WIREFY	
Registration Number:	5771299	RAINIER SUPPLY CO	
Registration Number:	6460798	SUMMITLOFT	
Registration Number:	6219325	GO ON EXPLORE	
Registration Number:	6219324	GO ON ADVENTURE	
Registration Number:	6178717	OLIVIA SYLX	
Registration Number:	6128294	SUPER PADDLES	
		TRADEMARK	

CH \$1490.00 5975991

Property Type	Number	Word Mark
Registration Number:	6040223	TOUGH
Registration Number:	6032046	
Registration Number:	5990258	SANDHAWK
Registration Number:	5873689	OUTDOORESSENTIALS
Registration Number:	5873462	IGNITEX
Registration Number:	5559173	CALIFORNIA SUPER PREMIUM PADDLES
Registration Number:	5559172	SUPPLY COMPANY
Registration Number:	5511841	BROOK + BAY
Registration Number:	5398317	SUP SUPPLY
Registration Number:	5373698	TOUGH OUTDOORS
Registration Number:	5103864	TOUGH HEADWEAR
Registration Number:	4822160	PUNT SURF
Registration Number:	4821707	TOUGH HEADBAND
Registration Number:	2929251	OUTFITTER TUFF
Registration Number:	5431690	STERLING SHELF LINERS
Registration Number:	6927735	BELLEVILLE PRESS
Registration Number:	6921241	LA LUNE COLLECTION
Registration Number:	6921242	BRIGHT DAY COMPANY
Registration Number:	6836954	TOUGH OUTFITTERS
Registration Number:	7093216	TOUGH OUTFITTERS
Registration Number:	7064771	EVAPOCOOL
Registration Number:	7090680	EVAPOCOOL
Registration Number:	7093220	TOUGH
Registration Number:	6797993	GRIDIRON GLADIATOR
Registration Number:	7093213	
Registration Number:	7130663	
Registration Number:	7093219	OUTDOOR ESSENTIALS
Registration Number:	7093215	SENSITOUCH
Registration Number:	7093214	THE EAR COZY
Serial Number:	97172468	SOPORIS
Serial Number:	97172429	REVEALATIONS
Serial Number:	90654191	FREEFLOW
Serial Number:	97351265	COURAGE CAPS
Serial Number:	97375274	FREEFLOW
Serial Number:	97563300	HOPE SEASONINGS
Serial Number:	97430987	
Serial Number:	97650263	ROCKY & SNOWBALL
Serial Number:	97562220	SNOOG

Property Type	Number	Word Mark
Serial Number:	97650261	TOUGH WORKWEAR
Serial Number:	97909054	360SEAL
Serial Number:	98084948	SIMPLE SHINE.

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/27/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Torquay eTrading LLC, a Delaware limited liability company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and GLAS Trust Corporation Limited, as Agent and the Security Agent, are parties to a Facilities Agreement dated 23 November, 2021 (as amended and restated by that Amendment and Restatement Agreement dated 21 July 2023, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Facilities Agreement");

WHEREAS, pursuant to (i) a Security Agreement dated as of August 23, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and the Security Agent and (ii) certain other documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Facilities Agreement) a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the 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 "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future, unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Facilities Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]


IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 22nd day of September, 2023.

TORQUAY ETRADING LLC,
as Grantor

By: 
Name: Philipp Bernhard Triebel
Title: Chief Executive Officer

Acknowledged:

GLAS Trust Corporation Limited,
as Security Agent

By:  _____

Name: Sujoy Mondal

Title: Authorised signatory


Signature Page to Trademark IP Supplement - Torquay





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TRADEMARK
REEL: 008211 FRAME: 0317

SCHEDULE 1


TRADEMARK REGISTRATIONS

Owner Name	Trademark	Registration Date	Registration Number
Torquay eTrading LLC	CALENDARS FOR A CAUSE	2/4/2020	5975991
Torquay eTrading LLC		5/26/2020	6061395
Torquay eTrading LLC		9/18/2018	5565284
Torquay eTrading LLC	IFOX CREATIONS	4/7/2020	6026401
Torquay eTrading LLC	PURECOMFORT	3/5/2019	5688814
Torquay eTrading LLC	YOURFACEPILLOW	6/5/2018	5485333
Torquay eTrading LLC	ELIXIR GLASSWARE	7/3/2018	5506584
Torquay eTrading LLC	TRU BLU STEEL	7/3/2018	5506585
Torquay eTrading LLC	BRIGHT DAY CALENDARS	8/21/2018	5543790
Torquay eTrading LLC	SIMPLE SHINE.	9/27/2016	5049347
Torquay eTrading LLC	STERLING FOR LIFE	5/28/2019	5765378
Torquay eTrading LLC	WIREFY	4/3/2018	5436469
Torquay eTrading LLC	RAINIER SUPPLY CO	6/4/2019	5771299
Torquay eTrading LLC	SUMMITLOFT	8/24/2021	6460798
Torquay eTrading LLC	GO ON EXPLORE	12/15/2020	6219325
Torquay eTrading LLC	GO ON ADVENTURE	12/15/2020	6219324
Torquay eTrading LLC	OLIVIA SYLX	10/20/2020	6178717
Torquay eTrading LLC	SUPER PADDLES	8/18/2020	6128294

Owner Name	Trademark	Registration Date	Registration Number
Torquay eTrading LLC	TOUGH	4/28/2020	6040223
Torquay eTrading LLC		4/14/2020	6032046
Torquay eTrading LLC	SANDHAWK	2/18/2020	5990258
Torquay eTrading LLC	OUTDOORESSENTIALS	10/1/2019	5873689
Torquay eTrading LLC	IGNITEX	10/1/2019	5873462
Torquay eTrading LLC		9/11/2018	5559173
Torquay eTrading LLC		9/11/2018	5559172
Torquay eTrading LLC	BROOK + BAY	7/10/2018	5511841
Torquay eTrading LLC	SUP SUPPLY	2/6/2018	5398317
Torquay eTrading LLC	TOUGH OUTDOORS	1/9/2018	5373698
Torquay eTrading LLC	TOUGH HEADWEAR	12/20/2016	5103864
Torquay eTrading LLC	PUNT SURF	9/29/2015	4822160
Torquay eTrading LLC	TOUGH HEADBAND	9/29/2015	4821707
Torquay eTrading LLC		3/1/2005	2929251
Torquay eTrading LLC	STERLING SHELF LINERS	3/27/2018	5431690
Torquay eTrading LLC	BELLEVILLE PRESS	12/20/2022	6927735
Torquay eTrading LLC	LA LUNE COLLECTION	12/13/2022	6921241
Torquay eTrading LLC	BRIGHT DAY COMPANY	12/13/2022	6921242
Torquay eTrading LLC	TOUGH OUTFITTERS	09/06/2022	6836954
Torquay eTrading LLC	TOUGH OUTFITTERS	06/27/2023	7093216

Owner Name	Trademark	Registration Date	Registration Number
Torquay eTrading LLC	EVAPOCOOL	05/30/2023	7064771
Torquay eTrading LLC	EVAPOCOOL	06/27/2023	7090680
Torquay eTrading LLC	TOUGH	06/27/2023	7093220
Torquay eTrading LLC	GRIDIRON GLADIATOR	07/19/2022	6797993
Torquay eTrading LLC		06/27/2023	7093213
Torquay eTrading LLC		08/08/2023	7130663
Torquay eTrading LLC	OUTDOOR ESSENTIALS	06/27/2023	7093219
Torquay eTrading LLC	SENSITOUCH	06/27/2023	7093215
Torquay eTrading LLC	THE EAR COZY	06/27/2023	7093214

TRADEMARK APPLICATIONS

Owner Name	Trademark	Status	Application Date	Serial Number
Torquay eTrading LLC	SOPORIS	Pending	12/14/2021	97-172468
Torquay eTrading LLC	REVEALATIONS	Pending	12/14/2021	97-172429
Torquay eTrading LLC	FREEFLOW	Pending	4/19/2021	90-654191
Torquay eTrading LLC	COURAGE CAPS	Pending	04/07/2022	97-351265
Torquay eTrading LLC	FREEFLOW	Pending	04/21/2022	97-375274
Torquay eTrading LLC	HOPE SEASONINGS	Pending	08/24/2022	97-563300
Torquay eTrading LLC		Pending	05/26/2022	97-430987
Torquay eTrading LLC	ROCKY & SNOWBALL	Pending	10/27/2022	97-650263
Torquay eTrading LLC	SNOOG	Pending	08/24/2022	97-562220

Owner Name	Trademark	Status	Application Date	Serial Number
Torquay eTrading LLC	TOUGH WORKWEAR	Pending	10/27/2022	97-650261
Torquay eTrading LLC	360SEAL	Pending	04/26/2023	97-909054
Torquay eTrading LLC	SIMPLE SHINE.	Pending	07/14/2023	98-084948

TRADEMARK LICENSES

None.