

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marker Dalbello Völkl (International) GmbH		10/02/2023	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2558197	MARKER	
Registration Number:	1850699	MARKER	
Registration Number:	2011405	EPS	
Registration Number:	2018260	FASTRAK	
Registration Number:	2658337	PISTON	
Registration Number:	2876482	MARKER	
Registration Number:	2732551	MOTION	
Registration Number:	3080470	V-ENGINE	
Registration Number:	2392735	VOLKL	
Registration Number:	2319945	VOLKL	
Registration Number:	3387423	VOLKL	
Registration Number:	1836843		
Registration Number:	3568719	CHICA	
Registration Number:	5392343	VV	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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>			
TRADEMARK			

CH \$365.00 2558197

Phone: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Serena Warner
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: (38108-016)

NAME OF SUBMITTER: Serena Warner

SIGNATURE: /Serena Warner/

DATE SIGNED: 10/02/2023

Total Attachments: 8

source=K2-ACF - Trademark Security Agreement (Executed)#page1.tif
source=K2-ACF - Trademark Security Agreement (Executed)#page2.tif
source=K2-ACF - Trademark Security Agreement (Executed)#page3.tif
source=K2-ACF - Trademark Security Agreement (Executed)#page4.tif
source=K2-ACF - Trademark Security Agreement (Executed)#page5.tif
source=K2-ACF - Trademark Security Agreement (Executed)#page6.tif
source=K2-ACF - Trademark Security Agreement (Executed)#page7.tif
source=K2-ACF - Trademark Security Agreement (Executed)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of October, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and ACF FINCO I LP, (“ACF”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amendment Number Eleven to Credit Agreement, dated as of September 29, 2023, by and among the lenders thereto (the “Lenders”), ACF FINCO I LP, as Primary Administrative Agent (in such capacity, the “Administrative Agent”) and Collateral Agent (in such capacity, the “Collateral Agent”, and together with the Administrative Agent, the “Agent”), KSKI UK HOLDCO LTD, a company incorporated under the laws of England and Wales with registration number 10809595 (“Holdings”), KSKI UK SUB LIMITED, a company incorporated under the laws of England and Wales with registration number 10810246 (“Parent”), KSKI HOLDINGS 2, INC., a Delaware corporation (“US Borrower”), K2 SPORTS EUROPE GMBH, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich with registration number HRB 194276 (“K2 Germany”), VÖLKL SPORTS GMBH, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRB 12710 (“Völkl Germany”), MARKER VÖLKL (INTERNATIONAL) SALES GMBH, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRB 10216 (“Marker Germany”), and MARKER DALBELLO VÖLKLSKI GMBH, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRB 9990 (“Dalbello Germany”, together with K2 Germany, Völkl Germany and Marker Germany, each a “German Borrower” and collectively, the “German Borrowers”; and German Borrowers, together with US Borrower, each a “Borrower” and collectively, jointly and severally, “Borrowers”), which amends that certain Credit Agreement, dated as of June 30, 2023, by and among the parties thereto.

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Joinder No. 1 to Amended and Restated Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, which amends that certain Amended and Restated Guaranty and Security Agreement, dated as of June 30, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security 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 Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured 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 (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses, to the extent that such Trademarks and Trademark Intellectual Property Licenses are Collateral, 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, to the extent that such Trademarks and Trademark Intellectual Property Licenses are Collateral; 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, to the extent that such Trademarks and Intellectual Property License are Collateral, 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, to the extent that such Trademark Intellectual Property Licenses are Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, 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 Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 Guaranty and Security Agreement, the Guaranty and Security 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 Agent 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 Agent 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 Agent'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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[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.

GRANTOR:

Marker Dalbello Völkl (International) GmbH

By: 
Name: Jean Roberts
Title: Director

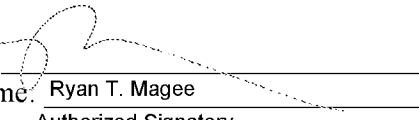
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008215 FRAME: 0541

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ACF FINCO I LP, as Agent

By: 
Name: Ryan T. Magee
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008215 FRAME: 0542

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Marker Dalbello Völkl (International) GmbH	US	MARKER (word)	76111656/2558197	17.08.2000/09.04.2002
Marker Dalbello Völkl (International) GmbH	US	MARKER (word)	74287050/1850699	22.06.1992/23.08.1994
Marker Dalbello Völkl (International) GmbH	US	EPS (word)	74621065/2011405	13.01.1995/29.10.1996
Marker Dalbello Völkl (International) GmbH	US	FasTrak (word)	74621061/2018260	13.01.1995/19.11.1996
Marker Dalbello Völkl (International) GmbH	US	PISTON (word)	76/252,861/2658337	07.05.2001/10.12.2002
Marker Dalbello Völkl (International) GmbH	US	MARKER (word-design)	76507076/2876482	15.04.2003/24.08.2004
Marker Dalbello Völkl (International) GmbH	US	DUKE MARKER (word-design)	79039836/3807094	24.04.2007/22.06.2010
Marker Dalbello Völkl (International) GmbH	US	MARKER (word-design)	79128558/4531266	05.03.2013/20.05.2014
Marker Dalbello Völkl (International) GmbH	US	DNX (word)	79014506/3635414	21.01.2005/09.06.2009
Marker Dalbello Völkl (International) GmbH	US	MOTION (word)	75982104/2732551	06.09.2000/01.07.2003
Marker Dalbello Völkl (International) GmbH	US	RACETIGER (word)	79004826/3784855	20.07.2004/04.05.2010
Marker Dalbello Völkl (International) GmbH	US	V-ENGINE (word)	78346647/3080470	30.12.2003/11.04.2006
Marker Dalbello Völkl (International) GmbH	US	VÖLKL (word)	75598253/2392735	02.12.1998/10.10.2000
Marker Dalbello Völkl (International) GmbH	US	VÖLKL (word)	75598251/2319945	02.12.1998/15.02.2000
Marker Dalbello Völkl (International) GmbH	US	VOLKL	77029254/3387423	25.10.2006/26.02.2008
Marker Dalbello Völkl (International) GmbH	US	Old Völkl logo (design)	74289921/1836843	30.06.1992/17.05.1994
Marker Dalbello Völkl (International) GmbH	US	GRIFFON (word)	79066271/3763381	21.01.2009/23.03.2010
Marker Dalbello Völkl (International) GmbH	US	SQUIRE (word)	79084925/3995850	14.05.2010/19.07.2011
Marker Dalbello Völkl (International) GmbH	US	Phantastick (word)	79091616/4092825	26.11.2010/31.01.2012
Marker Dalbello Völkl (International) GmbH	US	X-CELL (word-design)	79132344/4500038	28.02.2013/25.03.2014
Marker Dalbello Völkl (International) GmbH	US	KINGPIN (word)	79137903/4750005	11.09.2013/09.06.2015
Marker Dalbello Völkl (International) GmbH	US	CHICA (word)	77193142/3568719	30.05.2007/27.01.2009

Marker Dalbello Völkl (International) GmbH	US	GRIPWALK (word)	79171549/4903441	21.07.2015/23.02.2016
Marker Dalbello Völkl (International) GmbH	US	GRIP WALK and Design	79194024/5184087	24.06.2016/18.04.2017
Marker Dalbello Völkl (International) GmbH	US	VÖLKL Logo (design)	86871845/5392343	11.01.2016/30.01.2018
Marker Dalbello Völkl (International) GmbH	US	MARKER Logo (design)	79224233/5624761	27.06.2017/11.12.2018
Marker Dalbello Völkl (International) GmbH	US	SECRET (word)	79219409/5430651	05.09.2017/27.03.2018
Marker Dalbello Völkl (International) GmbH	US	BASH (word)	79219979/6109774	05.09.2017/28.07.2020
Marker Dalbello Völkl (International) GmbH	US	BARON (word)	79041834/3520788	07.05.2007/21.10.2008
Marker Dalbello Völkl (International) GmbH	US	AMPIRE (word-design)	79120292/4441810	23.04.2012/03.12.2013
Marker Dalbello Völkl (International) GmbH	US	GRIP (word-design)	79218363/5488934	24.08.2017/12.06.2018
Marker Dalbello Völkl (International) GmbH	US	Marker Alpinist (word)	79226669/6104002	09.11.2017/21.07.2020
Marker Dalbello Völkl (International) GmbH	US	DEACON (word)	79260538/5893944/	24.04.2019/29.10.2019
Marker Dalbello Völkl (International) GmbH	US	BLAZE (word)	5974639/1485456	04.02.2020/19.07.2019
Marker Dalbello Völkl (International) GmbH	US	MANTRA (word)	79-290,455/6248217	24.06.2020/19.01.2021

Trademark Licenses

1. Agreement for Trademark license and GripWalk marketing package, dated September 20, 2019, between Marker Dalbello Völkl (International) GmbH/Marker Deutschland GmbH and Elan d.o.o.
2. Trademark License Agreement, dated February 5, 2019, between Marker Dalbello Völkl (International) GmbH and ATAIR GmbH
3. Trademark Consent Agreement, dated March 26, 2020, between Marmot Mountain LLC and Marker Dalbello Volkl (International) GmbH