

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G.H. Bass IPCo LLC		10/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
Internal Address:	ABL Portfolio Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	73334827	BASS	
Serial Number:	73717316	BASS	
Serial Number:	75318388	BASS	
Serial Number:	74064325	BASS	
Serial Number:	86269031	BASS COMPASS	
Serial Number:	90979165	BASS OUTDOOR	
Serial Number:	90565266	BASS OUTDOOR	
Serial Number:	90565258	BASS OUTDOOR	
Serial Number:	77149219	CUSHION STEP	
Serial Number:	86271912		
Serial Number:	87172536	FOR HARD SERVICE	
Serial Number:	76279996	G. H. BASS	
Serial Number:	90855658	G.H. BASS	
Serial Number:	75426387	G.H. BASS & CO.	
Serial Number:	75318389	G.H. BASS & CO.	
Serial Number:	75582467	G.H. BASS & CO.	
Serial Number:	76095161	G.H. BASS & CO.	
Serial Number:	73604939	G.H. BASS	

CH \$590.00 73334827

Property Type	Number	Word Mark
Serial Number:	86891835	PROPEL BASS ENGINEERED
Serial Number:	86891851	PROPEL BASS ENGINEERED
Serial Number:	87172747	QUAIL HUNTER
Serial Number:	73800508	SUNJUNS
Serial Number:	72023533	WEEJUNS

CORRESPONDENCE DATA

Fax Number:

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: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: c/o Latham & Watkins 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0152
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	10/17/2023

Total Attachments: 6

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 17, 2023, between G.H. BASS IPCO LLC, a Delaware limited liability company (the "Grantor"), and JPMORGAN CHASE BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Amended and Restated Credit Agreement, dated as of August 7, 2020 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between and among the borrowers from time to time party thereto (the "Borrowers"), the loan guarantors from time to time party thereto (the "Loan Guarantors"); and together with the Borrowers, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS pursuant to that certain Second Amended and Restated Pledge and Security Agreement, dated as of August 7, 2020 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor, as Borrower, under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks, including (a) the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the

foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) 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; (e) 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 (f) all rights corresponding to any of the foregoing throughout the world. (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral does not include any "intent-to-use" trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

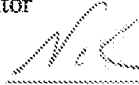
This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

G.H. BASS IPCO LLC,
as Grantor

By: 
Name: Neal S. Nackman
Title: Secretary & Treasurer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: *Bonnie J. David*
Name: Bonnie J. David
Title: Authorized Officer

SCHEDULE A**TO****SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
BASS	73334827	10/30/1981	1231925	03/22/1983	G.H. Bass IPCo LLC
BASS	73717316	03/16/1988	1508361	10/11/1988	G.H. Bass IPCo LLC
BASS	75318388	07/02/1997	2590122	07/09/2002	G.H. Bass IPCo LLC
BASS (Stylized)	74064325	05/31/1990	1637659	03/12/1991	G.H. Bass IPCo LLC
BASS COMPASS	86269031	05/01/2014	5675467	02/12/2019	G.H. Bass IPCo LLC
BASS OUTDOOR & Oval Design	90979165	03/30/2021	7013810 ¹	03/28/2023	G.H. Bass IPCo LLC
BASS OUTDOOR (Stylized)	90565266	03/08/2021	7001305 ²	03/14/2023	G.H. Bass IPCo LLC
BASS OUTDOOR (Stylized)	90565258	03/08/2021	7001304 ³	03/14/2023	G.H. Bass IPCo LLC
CUSHION STEP	77149219	04/05/2007	3439266	06/03/2008	G.H. Bass IPCo LLC
Design (Canoe Man Logo)	86271912	05/05/2014	4828035	10/06/2015	G.H. Bass IPCo LLC
FOR HARD SERVICE	87172536	09/15/2016	6042855	04/28/2020	G.H. Bass IPCo LLC
G. H. BASS	76279996	07/03/2001	2682644	02/04/2003	G.H. Bass IPCo LLC

¹ Assignment to G.H. Bass IPCo LLC not yet recorded.

² Assignment to G.H. Bass IPCo LLC not yet recorded.

³ Assignment to G.H. Bass IPCo LLC not yet recorded.

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
G.H. BASS	90855658	07/29/2021	6808773	08/02/2022	G.H. Bass IPCo LLC
G.H. BASS & CO.	75426387	01/30/1998	2249226	06/01/1999	G.H. Bass IPCo LLC
G.H. BASS & CO.	75318389	07/02/1997	2580532	06/18/2002	G.H. Bass IPCo LLC
G.H. BASS & CO. Stylized	75582467	11/04/1998	2637861	10/22/2002	G.H. Bass IPCo LLC
G.H. BASS & CO. Stylized	76095161	07/24/2000	2742894	07/29/2003	G.H. Bass IPCo LLC
G.H. BASS Stylized	73604939	06/19/1986	1432487	03/10/1987	G.H. Bass IPCo LLC
PROPEL BASS ENGINEERED	86891835	01/29/2016	5224112	06/13/2017	G.H. Bass IPCo LLC
PROPEL BASS ENGINEERED & Design	86891851	01/29/2016	5224113	06/13/2017	G.H. Bass IPCo LLC
QUAIL HUNTER	87172747	09/15/2016	5320690	10/31/2017	G.H. Bass IPCo LLC
SUNJUNS	73800508	05/16/1989	1573531	12/26/1989	G.H. Bass IPCo LLC
WEEJUNS Stylized	72023533	01/31/1957	657151	01/14/1958	G.H. Bass IPCo LLC