

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854719

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shock Doctor, Inc.		11/20/2023	Corporation: DELAWARE
DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.		11/20/2023	Corporation: COLORADO
McDAVID, INC.		11/20/2023	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO BANK N.A., as Administrative Agent		
<b>Street Address:</b>	320 S. Canal Street		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 92</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4386853	195	
<b>Registration Number:</b>	2826430	3D CHAMOIS	
<b>Registration Number:</b>	2828491	AIR/FX	
<b>Registration Number:</b>	2049970	AMFIB	
<b>Registration Number:</b>	4621045	BE SEEN. RUN LONGER.	
<b>Registration Number:</b>	5815643	BIKESTYLE	
<b>Registration Number:</b>	5060227	BIOVIZ	
<b>Registration Number:</b>	6511688	C	
<b>Registration Number:</b>	4812077	C	
<b>Registration Number:</b>	6540083	C CUTTERS	
<b>Registration Number:</b>	6540082	C CUTTERS	
<b>Registration Number:</b>	5232174	CHAMPIONS OF THE HUMAN MACHINE	
<b>Registration Number:</b>	2961533	CORE	
<b>Registration Number:</b>	3111450	CORE°	
<b>Registration Number:</b>	5921139	CROSS COMPRESSION	
<b>Registration Number:</b>	3588883	C-TACK	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	2531866	CUTTERS
Registration Number:	3107543	CUTTERS
Registration Number:	6540081	CUTTERS
Registration Number:	4812076	CUTTERS
Registration Number:	4507503	
Registration Number:	6522006	
Registration Number:	6176010	DESIGNED BY PEARL IZUMI IN COLORADO, USA
Registration Number:	2828489	DIRECT POWER CONTOUR
Registration Number:	2001303	EZ GARD
Registration Number:	5032095	FIRST ON. LAST OFF.
Registration Number:	4507507	FLAVOR FUSION
Registration Number:	6540616	GOFRESH
Registration Number:	6229598	GRAVEL X
Registration Number:	5768544	GRIP THE GREATNESS
Registration Number:	2857937	HDC
Registration Number:	4475679	HEX
Registration Number:	3793485	
Registration Number:	4944161	HYDRATE. RUN STRONGER.
Registration Number:	3800669	IN-R-COOL
Registration Number:	5957140	INTERCHANGE
Registration Number:	2052290	LOBSTER
Registration Number:	4339777	M
Serial Number:	97778057	M MCDAVID
Serial Number:	97778269	M MCDAVID
Registration Number:	5938662	M MCDAVID X
Registration Number:	2222505	MCDAVID
Serial Number:	90773105	LEVITATE
Registration Number:	4310172	M MCDAVID
Registration Number:	5938661	MCDAVID X
Registration Number:	5711084	MUTANT
Registration Number:	4027048	NANO DOUBLE
Registration Number:	4027049	NANO
Registration Number:	5195068	NATHAN
Registration Number:	5332904	NATHAN
Registration Number:	3953094	NATHAN
Registration Number:	3843795	NATHAN
Serial Number:	90318603	NSPIRE
Registration Number:	1421998	PEARL IZUMI

Property Type	Number	Word Mark
Registration Number:	2719732	PEARL IZUMI
Registration Number:	3401010	PEARL IZUMI
Registration Number:	6097632	PEARL IZUMI
Serial Number:	90693827	PEDAL TO ZERO
Registration Number:	3401011	PI
Registration Number:	2572129	IP
Registration Number:	6295993	PI
Registration Number:	1597350	PI
Registration Number:	5542708	PI / BLACK
Registration Number:	5267570	PI DRY
Registration Number:	6075146	PI HERE WE GO.
Registration Number:	6487268	PINLOC OUTSOLE
Registration Number:	5801042	QUICK-ON
Serial Number:	90635115	RIDE 365
Registration Number:	6064873	RIDE MORE, DO MORE.
Registration Number:	5293172	RUN LACES
Serial Number:	98179281	RUN LACES
Registration Number:	4944162	RUN STRONGER. RUN LONGER.
Registration Number:	5214480	RUN-RIGHT LIGHT
Registration Number:	3840418	S
Registration Number:	3195697	SHOCK DOCTOR
Registration Number:	1874753	SHOCK DOCTOR
Registration Number:	3830955	S SHOCK DOCTOR
Registration Number:	5370147	SHOCK WASH
Registration Number:	2828490	SHOCKDOME
Registration Number:	4188982	SMARTJOC
Registration Number:	5678957	SOLE LAB
Registration Number:	5488515	SOLE LAB
Registration Number:	4735674	SPORTMED
Registration Number:	2735178	TECHNOLOGY THAT FITS
Registration Number:	4831443	TEFLX
Registration Number:	5596395	TRUE ICE
Registration Number:	3045643	ULTRASENSOR
Registration Number:	6024465	VERSA
Registration Number:	5132380	X-ALP
Registration Number:	3311673	X-FIT
Registration Number:	2833150	XO ATHLETIC
Registration Number:	4481831	X-PROJECT

**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:** 212.940.6562  
**Email:** joanne.arnold@katten.com  
**Correspondent Name:** Joanne BL Arnold  
**Address Line 1:** Katten  
**Address Line 2:** 50 Rockefeller Plaza  
**Address Line 4:** New York, NEW YORK 10020-1605

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	11/20/2023

**Total Attachments: 17**

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**TRADEMARK SECURITY AGREEMENT**

THIS **TRADEMARK SECURITY AGREEMENT** (the “Agreement”) made as of November 20, 2023, by **SHOCK DOCTOR, INC.**, a Delaware corporation (“Shock Doctor”), **MCDAVID, INC.**, an Illinois corporation (“McDavid”) and **DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.**, a Colorado corporation (with Shock Doctor and McDavid, each “Grantor” and together the “Grantors”), in favor of **BMO BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined below) (together with its successors and assigns, “Grantee”):

**W I T N E S S E T H:**

**WHEREAS**, the Grantors, Grantee, and the other parties thereto, are parties to that certain (i) Credit and Guaranty Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), providing for extension of credit to be made to the Grantors by the Lenders and (ii) Security and Pledge Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

**WHEREAS**, pursuant to the terms of the Credit Agreement, the Security Agreement and certain other Security Documents now and/or hereafter executed by each Grantor in favor of Grantee, each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of each Grantor including, among other things, all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired: (i) Trademarks (ii) Trademark Licenses, (iii) the goodwill of the business symbolized by each Grantor’s Trademarks, and (iv) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security Agreement));

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Incorporation of Credit Agreement, Security Agreement and Security Documents. The Credit Agreement, the Security Agreement and the other Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantors provided for or created under the Security Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement and the other Security Documents of, a continuing security interest in each Grantor’s entire right, title and interest in and to the following (all of the following items or types of property (excluding all

Excluded Collateral (as defined in the Security Agreement)) being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by the Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that, in connection with the delivery by the Grantors of the Compliance Certificate required to be delivered by the Grantors under Section 4.1(c) of the Credit Agreement in connection with the financial statements of each Grantor and its affiliates, the Grantors shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, “New Trademarks”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which each Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office (the “USPTO”).

4. [Reserved].

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, in each case, as if fully set forth herein.

8. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

*(Signature Pages Follow)*

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the day and year first hereinabove set forth.

**GRANTORS:**            **SHOCK DOCTOR, INC.**, a Delaware corporation

By: Armand  
Name: Tony Armand  
Title: Director

**DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.**, a  
Colorado corporation

By: Armand  
Name: Tony Armand  
Title: Director

**MCDAVID, INC.**, an Illinois corporation

By: Armand  
Name: Tony Armand  
Title: Director



Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**BMO BANK N.A.**, as Administrative Agent



By: \_\_\_\_\_

Name: Stephen Mueller

Title: Managing Director

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 008263 FRAME: 0458**

Schedule 1

Mark	JURISDICTION	App. No.	App. Date	Reg. No.	Reg. Date	OWNER OF RECORD
195	UNITED STATES	85/730,823	09/17/12	4386853	09/20/13	MCDAVID, INC.
3D CHAMOIS	UNITED STATES	78/139595	2002/06/27	2826430	2004/03/23	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
AIR/FX	UNITED STATES	78/079,196	8/14/2001	2,828,491	3/30/2004	SHOCK DOCTOR, INC.
AMFIB	UNITED STATES	75/012662	1995/10/31	2049970	1997/04/01	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
BE SEEN. RUN LONGER.	UNITED STATES	86227976	21-MAR-2014	4621045	14-OCT-2014	SHOCK DOCTOR, INC.
BIKESTYLE	UNITED STATES	88366565	2019/04/01	5815643	2019/07/23	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
BIOVIZ	UNITED STATES	86/502169	2015/01/13	5060227	2016/10/11	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
C	UNITED STATES	87591740	31-AUG-2017	6511688	05-OCT-2021	SHOCK DOCTOR, INC.
C (stylized)	UNITED STATES	86/526,880	2/6/2015	4812077	9/15/2015	SHOCK DOCTOR, INC.
C CUTTERS	UNITED STATES	87591762	31-AUG-2017	6540083	26-OCT-2021	SHOCK DOCTOR, INC.
C CUTTERS	UNITED STATES	87591756	31-AUG-2017	6540082	26-OCT-2021	SHOCK DOCTOR, INC.
CHAMPIONS OF THE HUMAN MACHINE	UNITED STATES	87/239324	2016/11/16	5232174	2017/06/27	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
CORE	UNITED STATES	78/358,476	1/28/2004	2,961,533	6/7/2005	SHOCK DOCTOR, INC.
CORE (with Degree Symbol)	UNITED STATES	78/553,967	1/26/2005	3,111,450	7/14/2006	SHOCK DOCTOR, INC.

Mark	JURISDICTION	App. No.	App. Date	Reg. No.	Reg. Date	OWNER OF RECORD
CROSS COMPRESSION & Design	UNITED STATES	85/656,942	06/20/12	5921139	11/26/19	MCDAVID, INC.
C-TACK	UNITED STATES	78/293774	8/28/03	3588883	3/10/2009	SHOCK DOCTOR, INC.
CUTTERS	UNITED STATES	76/180797	12/14/00	2531866	1/22/2002	SHOCK DOCTOR, INC.
CUTTERS	UNITED STATES	78/293038	8/27/03	3107543	6/20/2006	SHOCK DOCTOR, INC.
CUTTERS	UNITED STATES	87591724	31-AUG-2017	6540081	26-OCT-2021	SHOCK DOCTOR, INC.
CUTTERS and Design	UNITED STATES	86/526,870	2/6/2015	4812076	9/15/2015	SHOCK DOCTOR, INC.
Design (Molecule)	UNITED STATES	85/846,488	2/11/2013	4,507,503	4/1/2014	SHOCK DOCTOR, INC.
Design Only	UNITED STATES	90094814	05-AUG-2020	6522006	12-OCT-2021	SHOCK DOCTOR, INC.
DESIGNED BY PEARL IZUMI IN COLORADO, USA	UNITED STATES	88/356753	2019/03/26	6176010	2020/10/13	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
DIRECT POWER CONTOUR and Design	UNITED STATES	78/079,167	8/14/2001	2,828,489	3/30/2004	SHOCK DOCTOR, INC.
EZ GARD and Design	UNITED STATES	74/731,575	9/20/1995	2,001,303	9/17/1996	SHOCK DOCTOR, INC.
FIRST ON, LAST OFF.	UNITED STATES	85/665,732	06/29/12	5032095	8/30/16	MCDAVID, INC.
FLAVOR FUSION	UNITED STATES	85/846,751	2/11/2013	4,507,507	4/1/2014	SHOCK DOCTOR, INC.
GOFRESH	UNITED STATES	88/878993	2020/04/20	6540616	2021/10/26	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.

TRADEMARK

REEL: 008263 FRAME: 0460

Mark	JURISDICTION	App. No.	App. Date	Reg. No.	Reg. Date	OWNER OF RECORD
GRAVEL X	UNITED STATES	886/90071	2019/11/12	6229598	2020/12/22	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
GRIP THE GREATNESS	UNITED STATES	88164130	22-OCT-2018	5768544	04-JUN-2019	SHOCK DOCTOR, INC.
HDC Stylized	UNITED STATES	78/215,840	02/18/03	2857937	06/29/04	MCDAVID, INC.
HEX	UNITED STATES	85/576,729	03/22/12	4475679	01/28/14	MCDAVID, INC.
Hex Configuration	UNITED STATES	77/094660	01/30/07	3793485	05/25/10	MCDAVID, INC.
HYDRATE, RUN STRONGER.	UNITED STATES	86546865	26-FEB-2015	4944161	26-APR-2016	SHOCK DOCTOR, INC.
IN-R-COOL	UNITED STATES	77696003	3/20/2009	3800669	6/8/2010	DASHAMERICA, INC.
INTERCHANGE	UNITED STATES	88193150	14-NOV-2018	5957140	07-JAN-2020	SHOCK DOCTOR, INC.
LEVITATE	UNITED STATES	907783105	6/14/2021			DASHAMERICA, INC.
LOBSTER	UNITED STATES	75/053331	1996/02/05	2052290	1997/04/15	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
M Design	UNITED STATES	85567049	03/12/12	4339777	05/21/13	MCDAVID, INC.
M MCDAVID	UNITED STATES	97778057	02-FEB-2023			MCDAVID, INC.
M MCDAVID	UNITED STATES	97778269	02-FEB-2023			MCDAVID, INC.
M MCDAVID X	UNITED STATES	87739535	31-DEC-2017	5938662	17-DEC-2019	MCDAVID, INC.
MCDAVID	UNITED STATES	75/372307	10/14/97	2222505	02/09/99	MCDAVID, INC.

Mark	JURISDICTION	App. No.	App. Date	Reg. No.	Reg. Date	OWNER OF RECORD
MCDAVID & MDesign	UNITED STATES	85/499870	12/20/11	4310172	03/26/13	MCDAVID, INC.
MCDAVID X	UNITED STATES	87739533	31-DEC-2017	5938661	17-DEC-2019	MCDAVID, INC.
MUTANT	UNITED STATES	87756926	16-JAN-2018	5711084	26-MAR-2019	SHOCK DOCTOR, INC.
NANO	UNITED STATES	85/138,742	9/27/2010	4,027,049	9/13/2011	SHOCK DOCTOR, INC.
NANO DOUBLE	UNITED STATES	85/138,730	9/27/2010	4,027,048	9/13/2011	SHOCK DOCTOR, INC.
NATHAN	UNITED STATES	87169413	13-SEP-2016	5195068	02-MAY-2017	SHOCK DOCTOR, INC.
NATHAN	UNITED STATES	87169437	13-SEP-2016	5332904	14-NOV-2017	SHOCK DOCTOR, INC.
NATHAN	UNITED STATES	77780331	14-JUL-2009	3953094	03-MAY-2011	SHOCK DOCTOR, INC.
NATHAN	UNITED STATES	77779709	13-JUL-2009	3843795	07-SEP-2010	SHOCK DOCTOR, INC.
NSPIRE	UNITED STATES	90318603	13-NOV-2020			SHOCK DOCTOR, INC.
PEARL IZUMI	UNITED STATES	73/571470	1985/12/03	1421998	1986/12/23	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PEARL IZUMI	UNITED STATES	76/112551	2000/08/18	2719732	2003/05/27	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PEARL IZUMI	UNITED STATES	77/182051	2007/05/16	3401010	2008/03/25	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PEARL IZUMI	UNITED STATES	88/451395	2019/05/29	6097632	2020/07/07	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PEDAL TO ZERO	UNITED STATES	90/6993827	2021/05/06			DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.

Mark	JURISDICTION	App. No.	App. Date	Reg. No.	Reg. Date	OWNER OF RECORD
PI (Stylized)	UNITED STATES	771/82053	2007/05/16	3401011	2008/03/25	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PI (Stylized)	UNITED STATES	76/112554	2000/08/18	2572129	2002/05/21	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PI (Stylized)	UNITED STATES	88/451402	2019/05/29	6295993	2021/03/16	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PI (Stylized)	UNITED STATES	73829315	10/4/1989	1597350	5/22/1990	DASHAMERICA, INC.
PI BLACK (Stylized and design)	UNITED STATES	87/675088	2017/11/07	5542708	2018/08/14	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PI DRY	UNITED STATES	87/149581	2016/08/24	5267570	2017/08/15	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PI HERE WE GO. (Stylized Logo)	UNITED STATES	88/771391	2020/01/23	6075146	2020/06/09	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
PINLOC OUTSOLE	UNITED STATES	88/840363	2020/03/19	6487268	2021/09/14	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
QUICK-ON	UNITED STATES	87560234	08-AUG-2017	5801042	09-JUL-2019	SHOCK DOCTOR, INC.
RIDE 365	UNITED STATES	90/635115	2021/04/09			DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
RIDE MORE, DO MORE.	UNITED STATES	88/004138	2018/06/18	6064873	2020/05/26	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
RUN LACES	UNITED STATES	87250458	29-NOV-2016	5293172	19-SEP-2017	SHOCK DOCTOR, INC.
RUN LACES	UNITED STATES	98179281	9/14/2023			SHOCK DOCTOR, INC.
RUN STRONGER, RUN LONGER.	UNITED STATES	86546867	26-FEB-2015	4944162	26-APR-2016	SHOCK DOCTOR, INC.

TRADEMARK

REEL: 008263 FRAME: 0463

Mark	JURISDICTION	App. No.	App. Date	Reg. No.	Reg. Date	OWNER OF RECORD
RUN-RIGHT LIGHT	UNITED STATES	86546861	26-FEB-2015	5214480	30-MAY-2017	SHOCK DOCTOR, INC.
S and Design	UNITED STATES	77872,466	11/13/09	3,840,418	8/31/2010	SHOCK DOCTOR, INC.
SHOCK DOCTOR	UNITED STATES	78531,657	12/13/04	3,195,697	1/9/2007	SHOCK DOCTOR, INC.
SHOCK DOCTOR	UNITED STATES	74396,197	5/27/1993	1,874,753	1/17/1995	SHOCK DOCTOR, INC.
SHOCK DOCTOR and S Design (Stacked)	UNITED STATES	77872501	11/13/2009	3830955	8/10/2010	SHOCK DOCTOR, INC.
SHOCK WASH	UNITED STATES	87517725	06-JUL-2017	5370147	02-JAN-2018	SHOCK DOCTOR, INC.
SHOCKDOME	UNITED STATES	78079,186	8/14/2001	2,828,490	3/30/2004	SHOCK DOCTOR, INC.
SMARTJOC	UNITED STATES	85330,049	5/25/2011	4188982	8/14/2012	SHOCK DOCTOR, INC.
SOLE LAB	UNITED STATES	88001014	14-JUN-2018	5678957	19-FEB-2019	SHOCK DOCTOR, INC.
SOLE LAB	UNITED STATES	87656621	23-OCT-2017	5488515	05-JUN-2018	SHOCK DOCTOR, INC.
SPORTMED	UNITED STATES	85752802	10/12/12	4735674	05/12/15	MCDAVID, INC.
TECHNOLOGY THAT FITS	UNITED STATES	76/112552	2000/08/18	2735178	2003/07/08	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
TEPLX	UNITED STATES	86554926	03/05/15	4831443	10/13/15	MCDAVID, INC.
TRUE ICE	UNITED STATES	87312077	24-JAN-2017	5596395	30-OCT-2018	SHOCK DOCTOR, INC.
ULTRASENSOR	UNITED STATES	78516046	2004/11/12	3045643	2006/01/17	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.

Mark	JURISDICTION	App. No.	App. Date	Reg. No.	Reg. Date	OWNER OF RECORD
VERSA	UNITED STATES	87/239306	2016/11/16	6024465	2020/03/31	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
X-ALP	UNITED STATES	87/055313	2016/05/31	5132380	2017/01/31	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.
X-FIT	UNITED STATES	78/524,231	11/30/04	3,311,673	10/16/2007	SHOCK DOCTOR, INC.
XO ATHLETIC	UNITED STATES	78/144,253	7/16/2002	2833150	4/13/2004	SHOCK DOCTOR, INC.
X-PROJECT	UNITED STATES	85/648721	2012/06/11	4481831	2014/02/11	DASHAMERICA, INC. D/B/A PEARL IZUMI USA, INC.



**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "Supplement") made as of this \_\_ day of \_\_\_\_\_, 20\_\_ by [\_\_\_\_\_] ("Grantor"), in favor of **BMO BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, "Grantee");

**W I T N E S S E T H:**

**WHEREAS**, Grantor and Grantee are parties to that certain Security and Pledge Agreement dated as of November 20, 2023 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of November 20, 2023 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

**WHEREAS**, pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the "New Trademarks"), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement, the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. [Reserved].

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the undersigned has duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**            [\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

*Signature Page to Supplement to Trademark Security Agreement*

Exhibit A – Page 3

Agreed and Accepted

As of the Date First Written Above

**GRANTEE:**

**BMO BANK N.A.,** as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

*Signature Page to Supplement to Trademark Security Agreement*

Exhibit A – Page 4

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED [ \_\_\_\_\_ ]**

**Trademark Applications**

<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>