

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI22643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CURREX LLC		02/12/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	NXT CAPITAL, LLC, AS AGENT		
Street Address:	191 N. WACKER DR., 30TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97856478	BIKEPRO	
Serial Number:	97856460	EDGEPRO	
Serial Number:	97856443	RUNPRO	
Serial Number:	97856438	ACTIVEPRO	
Registration Number:	5514751	CLEATPRO	
Registration Number:	5495040	DISCOVER YOUR NEXT LEVEL	
Registration Number:	5137471	CURREX	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.303		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$190.00.00 97856478

SIGNATURE:	Nancy Brougher
DATE SIGNED:	02/13/2024
Total Attachments: 5 source=Remington - Trademark Security Agreement (Currex)#page1.tif source=Remington - Trademark Security Agreement (Currex)#page2.tif source=Remington - Trademark Security Agreement (Currex)#page3.tif source=Remington - Trademark Security Agreement (Currex)#page4.tif source=Remington - Trademark Security Agreement (Currex)#page5.tif	

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

February 12, 2024

WHEREAS, each of the undersigned grantors (each, a "Grantor" and collectively, the "Grantors"), owns one or more of the Trademarks listed on Schedule 1 annexed hereto and is a party to one or more of the Trademark Licenses, if any, listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 13, 2019 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among, *inter alia*, Remington Products Company, an Ohio corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 13, 2019 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among the Grantors, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such 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 "Trademark Collateral"), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

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

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

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

Each Grantor hereby irrevocably constitutes and appoints Grantee 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 such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, each 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 Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

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

GRANTORS

CURREX LLC, a Delaware limited liability company

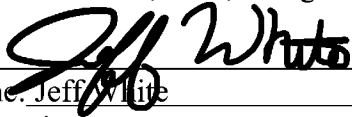
By: _____

Name: Robert Valentine

Title: Chief Financial Officer

Acknowledged:

NXT CAPITAL, LLC, as Agent

By: 

Name: Jeff White

Title: Director

SCHEDULE 1
to
Trademark Security Agreement

**TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS**

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	GRANTOR
BIKEPRO	97856478	N/A	03/24/2023 (file date)	Currex LLC
EDGEPRO	97856460	N/A	03/24/2023 (file date)	Currex LLC
RUNPRO	97856443	N/A	03/24/2023 (file date)	Currex LLC
ACTIVEPRO	97856438	N/A	03/24/2023 (file date)	Currex LLC
CLEATPRO	87348027	5514751	07/10/2018	Currex LLC
DISCOVER YOUR NEXT LEVEL	87253126	5495040	06/19/2018	Currex LLC
CURREX	87090808	5137471	02/07/2017	Currex LLC

TRADEMARK LICENSES

None.