

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390050

| | | | |
|---|--|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Keeper Sports Products, LLC | | 06/30/2016 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | ONE BRYANT PARK | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87049918 | CBC CALIFORNIA BOAT COMPANY | |
| Serial Number: | 86720012 | CHILL LAKE & POOL | |
| Serial Number: | 86628328 | SCOTT BURKE | |
| Registration Number: | 4314922 | CALIFORNIA BOARD COMPANY | |
| Registration Number: | 4290324 | CBC CALIFORNIA BOARD COMPANY | |
| Registration Number: | 4471355 | SLEDZ | |
| Registration Number: | 4335234 | CHILL DEFLECTOR CAMPING PADS | |
| Registration Number: | 3917272 | KEEPER SPORTS PRODUCTS | |
| Registration Number: | 3917271 | KEEPER SPORTS PRODUCTS | |
| Registration Number: | 4106323 | SNOW DAZE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | michael.barys@thomsonreuters.com | | |
| Correspondent Name: | Susan O'Brien | | |
| Address Line 1: | 187 Wolf Road, Suite 101 | | |
| Address Line 2: | CT Lien Solutions | | |
| Address Line 4: | Albany, NEW YORK 12205 | | |

OP \$265.00 87049918

| | |
|---|-----------------|
| NAME OF SUBMITTER: | Susan O'Brien |
| SIGNATURE: | /Michael Barys/ |
| DATE SIGNED: | 07/01/2016 |
| Total Attachments: 11 source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page1.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page2.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page3.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page4.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page5.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page6.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page7.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page8.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page9.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page10.tif source=Intellectual Property Security Agreement Submission (Trademarks)_V_1#page11.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**IP Security Agreement**"), dated as of June 30, 2016, is made by **KEEPER SPORTS PRODUCTS, LLC**, a limited liability company organized under the laws of the State of California ("**Grantor**"), in favor of **BANK OF AMERICA, N.A.** ("**Grantee**").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated on or about the date hereof, between Grantor, as the borrower thereunder, and Grantee, as the lender thereunder (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Loan Agreement**"), the Grantee has extended and may extend certain loans and other financial accommodations to, or for the benefit of, the Grantor pursuant to the terms of the Loan Agreement and various documents, instruments, guaranties and agreements delivered contemporaneously in connection therewith (all of the foregoing, together with this IP Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "**Loan Documents**"); and

WHEREAS, as security for Grantor's obligations arising under the Loan Documents, Grantor has granted to Grantee a security interest in, among other property, the intellectual property of Grantor, all as more fully set forth in the Loan Agreement; and

WHEREAS, Grantor has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**") and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the intellectual property of Grantor, including, without limitation, all of the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (each of the assets, interests and rights described in this Section 2, together with the intellectual property, is collectively referred to as the "**IP Collateral**");

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "**Trademarks**");

(b) the patents and patent applications set forth on Schedule 2 and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto hereto (the “**Patents**”);

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this IP Security Agreement to the contrary, the term “IP Collateral” shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance by the USPTO, such intent-to-use trademark application shall be considered IP Collateral.

3. Recordation.

(a) With respect to the Patents and Trademarks, Grantor hereby authorizes the Commissioner for Trademarks and/or Patents for the USPTO and any other government officials or authorities to record and register this IP Security Agreement upon request by the Grantee or its counsel.

(b) With respect to the Copyrights, Grantor authorizes the Register of Copyrights for the US Copyright Office and any other government officials or authorities to record and register this IP Security Agreement upon request by the Grantee or its counsel.

4. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this IP Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the IP Collateral pursuant to Grantee’s exercise of the rights and remedies granted to Grantee hereunder and under the other Loan Documents.

5. Other Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The obligations and covenants of Grantor relating to the IP Collateral are as provided by the Loan Agreement and nothing in this IP Security Agreement shall be deemed to limit such obligations or any representations or covenants pertaining to the IP Collateral. The rights and remedies of the Grantee with respect to the IP Collateral are as provided by the Loan Agreement and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

7. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this IP Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement, all of which are incorporated herein by reference, *mutatis mutandis*, as if such provisions were fully set forth herein.

[Signature page follows]

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

GRANTOR:

KEEPER SPORTS PRODUCTS, LLC

By: *J. Mark Kelly*
Name: J. Mark Kelly
Title: President

[IP Security Agreement]

TRADEMARK
REEL: 005826 FRAME: 0639

AGREED TO AND ACCEPTED:

GRANTEE:

BANK OF AMERICA, N.A.

By: Steven Blumberg
Name: Steven Blumberg
Title: Authorized Signatory

[IP Security Agreement]

TRADEMARK
REEL: 005826 FRAME: 0640

SCHEDULE 1

Trademarks

| | <u>SERIAL NUMBER</u> | <u>REG. NUMBER</u> | <u>WORD MARK</u> |
|----|-----------------------------|---------------------------|---------------------------------|
| 1 | 87049918 | | CBC CALIFORNIA BOAT COMPANY |
| 2 | 86720012 | | CHILL LAKE & POOL |
| 3 | 86628328 | | SCOTT BURKE |
| 4 | 85978391 | 4314922 | CALIFORNIA BOARD COMPANY |
| 5 | 85978081 | 4290324 | CBC CALIFORNIA BOARD COMPANY |
| 6 | 85469770 | 4471355 | SLEDZ |
| 7 | 85121203 | 4335234 | CHILL DEFLECTOR CAMPING PADS |
| 8 | 85120130 | 3917272 | KEEPER SPORTS PRODUCTS |
| 9 | 85120127 | 3917271 | KEEPER SPORTS PRODUCTS |
| 10 | 85075480 | 4106323 | SNOW DAZE |

SCHEDULE 2

Patents

| <u>Patent</u> | <u>Status in Patent Office</u> | <u>Federal Registration No.</u> | <u>Registration Date</u> |
|--|------------------------------------|-------------------------------------|------------------------------|
| POOL FLOAT | Issued | 8,376,800 | 2013-02-19 |
| BODY BOARD WITH INTEGRAL HAND GRIPS | Issued | D658,255 | 2012-04-24 |

[Schedule 2 – IP Security Agreement]

TRADEMARK
REEL: 005826 FRAME: 0642

SCHEDULE 3

Copyrights

None.

[Schedule 3 – IP Security Agreement]

TRADEMARK
REEL: 005826 FRAME: 0643

EXHIBIT 1
to
IP Security Agreement

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **KEEPER SPORTS PRODUCTS, LLC** ("**Grantor**"), hereby appoints and constitutes **BANK OF AMERICA, N.A.** ("**Grantee**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf following the occurrence and during the continuation of an Event of Default, as such term is used in the Amended and Restated Loan and Security Agreement, dated of even date herewith, between Grantor and Grantee (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**"):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Grantee, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any IP Collateral (as defined in the IP Security Agreement), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Grantee, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to that certain Intellectual Property Security Agreement, dated of even date herewith, between Grantor and Grantee (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**IP Security Agreement**"), and may not be revoked until indefeasible full payment of the Obligations (as such terms are defined in the Loan Agreement).

Dated as of _____, 2016.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Special Power of Attorney to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

KEEPER SPORTS PRODUCTS, LLC

By: _____

Name: _____

Title: _____