

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Otter Products, LLC		05/11/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87541428	AMPLIFY THE ACTION	
Serial Number:	87706580	AQUAPHONICS	
Serial Number:	87568162	DROP ALL DOUBT	
Registration Number:	5444887	ELEVATION	
Registration Number:	5356304	GIVING BACK	
Registration Number:	5396844	OBX	
Registration Number:	5408257	OBX	
Registration Number:	5439652	OTTERBOX	
Serial Number:	87823480	PURSUIT SERIES	
Serial Number:	87541430	SLAM	
Serial Number:	87676225	TROOPER	
Registration Number:	5449981	VENTURE	
Registration Number:	5336817	WE GROW TO GIVE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
TRADEMARK			

OP \$340.00 87541428

Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 042525-0083

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 05/17/2018

Total Attachments: 7

source=Supplement to IP Security Agreement (2018)#page1.tif
source=Supplement to IP Security Agreement (2018)#page2.tif
source=Supplement to IP Security Agreement (2018)#page3.tif
source=Supplement to IP Security Agreement (2018)#page4.tif
source=Supplement to IP Security Agreement (2018)#page5.tif
source=Supplement to IP Security Agreement (2018)#page6.tif
source=Supplement to IP Security Agreement (2018)#page7.tif

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement dated as of May 11, 2018 (this "Intellectual Property Supplement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors"), in favor of Bank of America, N.A., in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") pursuant to that certain Credit Agreement, dated as of August 25, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), as amended and restated by that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), by and among, among others, Otter Products, LLC, a Colorado limited liability company (the "Borrower"), OtterBox Holdings, Inc., a Colorado corporation, the lenders from time to time party thereto (the "Lenders") and Bank of America, N.A., as Administrative Agent, swing line lender and L/C Issuer.

W I T N E S S E T H:

WHEREAS, Grantors are parties to that certain Pledge and Security Agreement dated as of August 25, 2017 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Pledge and Security Agreement"), as amended and restated by that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Amended and Restated Pledge and Security Agreement"). Unless otherwise defined herein, terms defined in the Amended and Restated Pledge and Security Agreement and used herein shall have the meaning given to them in the Amended and Restated Pledge and Security Agreement, or if not defined therein, in the Amended and Restated Credit Agreement.

WHEREAS, pursuant to the terms of the Credit Agreement and the Pledge and Security Agreement, the Grantors executed and delivered that certain Intellectual Property Security Agreement, dated as of August 25, 2017 (the "Intellectual Property Security Agreement"), to pledge and grant to the Administrative Agent for the benefit of the Secured Parties a security interest in the IP Collateral (as defined in the Intellectual Property Security Agreement).

WHEREAS, the Grantors have acquired additional (i) patents registered with the U.S. Patent and Trademark Office, as indicated on Schedule 1 attached hereto (the "Additional Patents") and (ii) trademarks registered with the U.S. Patent and Trademark Office, as indicated on Schedule 2 attached hereto (the "Additional Trademarks"), the Lenders and Grantors desire to amend Schedules B and C of the Intellectual Property Security Agreement to include the Additional Patents and Additional Trademarks, respectively.

NOW, THEREFORE, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Schedule B. Schedule B to the Intellectual Property Security Agreement shall be amended to include the Additional Patents. The security interest granted to the Administrative Agent under the Intellectual Property Security Agreement shall extend to the Additional Patents, and the Additional Patents shall be, and be deemed to be, part of the IP Collateral.

SECTION 2. Schedule C. Schedule C to the Intellectual Property Security Agreement shall be amended to include the Additional Trademarks. The security interest granted to the Administrative Agent under the Intellectual Property Security Agreement shall extend to the Additional Trademarks, and the Additional Trademarks shall be, and be deemed to be, part of the IP Collateral.

[Remainder of this page intentionally left blank]


IN WITNESS WHEREOF, each of the Grantors have caused this Intellectual Property Supplement to be executed and delivered by each of their respective duly authorized officers as of the date first set forth above.

GRANTORS:

OTTER PRODUCTS, LLC

By: 
Name: Gerald G. Chen
Title: Chief Financial Officer and Treasurer

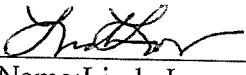
TREEFROG DEVELOPMENTS, INC.

By: 
Name: Gerald G. Chen
Title: Chief Financial Officer and Treasurer

[Signature page to Intellectual Property Supplement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Linda Lov
Title: Assistant Vice President

[Signature page to Intellectual Property Supplement]

TRADEMARK
REEL: 006332 FRAME: 0360

SCHEDULE 1
to
SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS




Owner: **OTTER PRODUCTS, LLC**

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date
Windshield Solar Mount Assembly	15092312 4/6/2016	(20170294803)
Protective Case System With Stand	15686228 8/25/2017	(20180055166)
Charging Apparatus For Wireless Earphone	15696472 9/6/2017	(20180083468)
Protective Case For Portable Electronic Device	15783520 10/13/2017	(20180049526)
Mount Assembly For Receiving A Mounting Cleat	15831882 12/5/2017	(20180094769)

[Schedule 1 to Intellectual Property Supplement]

SCHEDULE 2
to
SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: **OTTER PRODUCTS, LLC**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
AMPLIFY THE ACTION	9	87541428 25-JUL-2017	
AQUAPHONICS	9	87706580 04-DEC-2017	
DROP ALL DOUBT	9	87568162 14-AUG-2017	
ELEVATION	21	87442165 09-MAY-2017	5444887 10-APR-2018
	9	87211707 21-OCT-2016	5356304 12-DEC-2017
	9	86767594 24-SEP-2015	5396844 06-FEB-2018
	9 18	87061473 06-JUN-2016	5408257 20-FEB-2018
OTTERBOX	21	87442168 09-MAY-2017	5439652 03-APR-2018
PURSUIT SERIES	9	87823480 07-MAR-2018	
SLAM	9	87541430 25-JUL-2017	
TROOPER	21	87676225 08-NOV-2017	
VENTURE	21	87442157 09-MAY-2017	5449981 17-APR-2018
WE GROW TO GIVE	35	87215824 26-OCT-2016	5336817 14-NOV-2017

[Schedule 2 to Intellectual Property Supplement]

Owner: **TREEFROG DEVELOPMENTS, INC.**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
LIFEPROOF	21	87729890 21-DEC-2017	

[Schedule 1 to Intellectual Property Supplement]

US-DOCS\101246068.4

RECORDED: 05/17/2018

**TRADEMARK
REEL: 006332 FRAME: 0363**