

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xtreme Manufacturing, LLC		05/18/2018	Limited Liability Company: NEVADA
Snorkel International, LLC		05/18/2018	Limited Liability Company: NEVADA
SKL Holdings, LLC		05/18/2018	Limited Liability Company: NEVADA
Snorkel International Holdings, LLC		05/18/2018	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1101207	SNORKELIFT	
Registration Number:	1488145	UNO	
Registration Number:	3050633	SNORKEL	
Registration Number:	4127563	XTREME CUBE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	066397-05-0630		

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NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	05/24/2018
Total Attachments: 6 source=Xtreme - Confirmatory Grant of Security Interest in Trademarks#page1.tif source=Xtreme - Confirmatory Grant of Security Interest in Trademarks#page2.tif source=Xtreme - Confirmatory Grant of Security Interest in Trademarks#page3.tif source=Xtreme - Confirmatory Grant of Security Interest in Trademarks#page4.tif source=Xtreme - Confirmatory Grant of Security Interest in Trademarks#page5.tif source=Xtreme - Confirmatory Grant of Security Interest in Trademarks#page6.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of May 18, 2018, by and among **XTREME MANUFACTURING, LLC**, a Nevada limited liability company (the “Company”), **SNORKEL INTERNATIONAL, LLC**, a Nevada limited liability company (“Snorkel International”), **SKL HOLDINGS, LLC**, a Nevada limited liability company (“SKL”), **SNORKEL INTERNATIONAL HOLDINGS, LLC**, a Nevada limited liability company (“Snorkel Holdings” together with the Company, Snorkel International, and SKL, each individually, a “Grantor”, and collectively, the “Grantors”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Company, Snorkel International, the other Domestic Borrowers party thereto from time to time, SNORKEL EUROPE LIMITED, a company incorporated in England and Wales with company number 06735397, the other Foreign Borrowers (collectively, the “Borrowers”), SKL, the other Loan Parties party thereto, the Lenders party thereto from time to time, and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Domestic Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain U.S. Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agrees as follow:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each of the Grantors hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of such

Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm 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. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Confirmatory Grant shall automatically apply thereto. The Grantors hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of this Confirmatory Grant by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Confirmatory Grant. This Confirmatory Grant is a Loan Document.

7. CHOICE OF LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE

LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.


8. MISCELLANEOUS. THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

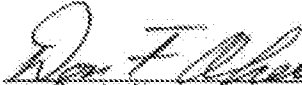
IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

GRANTORS:

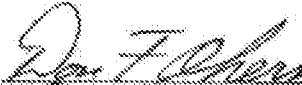
XTREME MANUFACTURING, LLC,
a Nevada limited liability company

By: 
Name: Don F. Olsen
Title: Manager

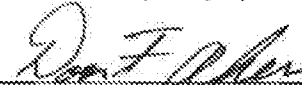
SNORKEL INTERNATIONAL, LLC,
a Nevada limited liability company

By: 
Name: Don F. Olsen
Title: ~~Manager~~ Authorized Person

SKL HOLDINGS, LLC,
a Nevada limited liability company

By: 
Name: Don F. Olsen
Title: Manager

SNORKEL INTERNATIONAL HOLDINGS, LLC,
a Nevada limited liability company

By: 
Name: Don F. Olsen
Title: ~~Manager~~ Authorized Person

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: *Suzanne Johnson*
Name: Suzanne S. Johnson
Title: Authorized Officer

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006335 FRAME: 0932

SCHEDULE I
to
CONFIRMATORY GRANT

Grantor	Mark	Application Number	Application Date	Registration Number	Registration Date
Snorkel International, LLC	SNORKELIFT	73/109346	13-Dec-1976	1101207	05-Sep-1978
Snorkel International, LLC	UNO	73/673499	20-Jul-1987	1488145	17-May-1988
Snorkel International, LLC	SNORKEL	78/554383	26-Jan-2005	3050633	24-Jan-2006
Xtreme Manufacturing, LLC	Xtreme Cube	85090855	July 22, 2010	4127563	17-Apr-2012

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