

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM537928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOCK DOCTOR, INC.		08/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5711084	MUTANT	
Registration Number:	5370147	SHOCK WASH	
Registration Number:	5596395	TRUE ICE	
Registration Number:	5293172	RUN LACES	
Registration Number:	5195068	NATHAN	
Registration Number:	5332904	NATHAN	
Registration Number:	5768544	GRIP THE GREATNESS	
CORRESPONDENCE DATA			
Fax Number:	2129408776		
<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:	212.940.6562		
Email:	joanne.arnold@kattenlaw.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten Muchin Rosenman LLP		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	08/23/2019		

CH \$190.00 5711084

Total Attachments: 5

source=bmo shock doctor trademark security agreement executed 2019#page1.tif

source=bmo shock doctor trademark security agreement executed 2019#page2.tif

source=bmo shock doctor trademark security agreement executed 2019#page3.tif

source=bmo shock doctor trademark security agreement executed 2019#page4.tif

source=bmo shock doctor trademark security agreement executed 2019#page5.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 23, 2019, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of April 22, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Shock Doctor, Inc., a Delaware corporation (“**Borrower**”), Shock Doctor Intermediate, LLC, a Delaware limited liability company, as Holdings, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain First Lien Guaranty and Security Agreement, dated as of April 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

a. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

b. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

c. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

d. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

e. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

f. Governing Law. This First Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

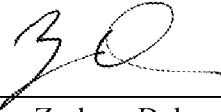
IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHOCK DOCTOR, INC.


By Kevin Johnson
Name: Kevin Johnson
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By 
Name: Zachary Duloc
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Owner	Mark	Status	App No	App Date	Reg No	Reg Date
Shock Doctor, Inc.	GRIP THE GREATNESS	Pending	88164130	10/22/18	N/A	N/A
Shock Doctor, Inc.	MUTANT	Registered	87756926	1/16/18	5711084	3/26/19
Shock Doctor, Inc.	SHOCK WASH	Registered	87517725	7/6/17	5370147	1/2/18
Shock Doctor, Inc.	TRUE ICE	Registered	87312077	1/24/17	5596395	10/30/18
Shock Doctor, Inc.	RUN LACES	Registered	87250458	11/29/16	5293172	9/19/17
Shock Doctor, Inc.	NATHAN	Registered	87169413	9/13/16	5195068	5/2/17
Shock Doctor, Inc.		Registered	87169437	9/13/16	5332904	11/14/17