

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gear Up Sports, Inc.		03/11/2020	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Sun Mountain Private Credit Fund I, LP		
Street Address:	527 Don Gaspar Avenue		
Internal Address:	Attn: Kevin Barber		
City:	Santa Fe		
State/Country:	NEW MEXICO		
Postal Code:	87505		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88490980	GEAR UP SPORTS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	03/13/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of March 11, 2020, by GEAR UP SPORTS, INC., an Oregon corporation (the “**Company**”), in favor of SUN MOUNTAIN PRIVATE CREDIT FUND I, LP, a Delaware limited partnership (the “**Investor**”). Capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Investment Contract of even date herewith by and between the Company and the Investor (the “**Investment Contract**”).

RECITALS

Investor and the Company have executed the Investment Contract that provides for, among other things, (a) the Investor to receive certain payments from the Company in consideration for its initial investment and (b) the execution and delivery of this Agreement for the purpose of granting the Investor a security interest in the Company’s intellectual property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Transaction Documents and all other agreements now existing or hereafter arising between the Company and the Investor, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Transaction Documents, the Company grants and pledges to the Investor a security interest in all of the Company’s right, title and interest in, to and under its Collateral that constitutes intellectual property (including without limitation those registered copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided, that the Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

This security interest is granted in conjunction with the security interest granted to the Investor under the Transaction Documents. The rights and remedies of the Investor with respect to the security interest granted hereby are in addition to those set forth in the Transaction Documents, and those which are now or hereafter available to the Investor as a matter of law or equity. Each right, power and remedy of the Investor provided for herein or in the Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Investor of any one or more of the rights, powers or remedies provided for in this Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Investor, of any or all other rights, powers or remedies.

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

THE COMPANY:

Address of the Company:

5831 NE Cornelius Pass Road
Hillsboro, OR 97124
Attn: Lawrence Lavier, CEO and President

GEAR UP SPORTS, INC.

By: _____

Name: _____

Title: _____

THE INVESTOR:

Address of the Investor:

527 Don Gaspar Ave
Santa Fe, NM 87505
Attn: Kevin Barber

SUN MOUNTAIN PRIVATE CREDIT FUND I,
LP

By: SUN MOUNTAIN PRIVATE CREDIT
INVESTORS, LLC
Its: General Partner

By: _____

Name: Brian P. Birk

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

THE COMPANY:

Address of the Company:

5831 NE Cornelius Pass Road
Hillsboro, OR 97124
Attn: Lawrence Lavier, CEO and President

GEAR UP SPORTS, INC.

By: _____

Name: _____

Title: _____

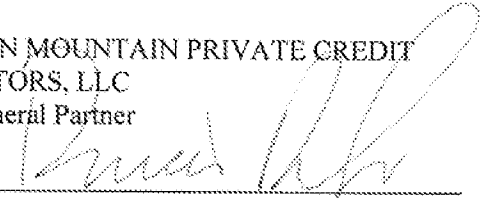
THE INVESTOR:

Address of the Investor:

527 Don Gaspar Ave
Santa Fe, NM 87505
Attn: Kevin Barber

**SUN MOUNTAIN PRIVATE CREDIT FUND I,
LP**

By: SUN MOUNTAIN PRIVATE CREDIT
INVESTORS, LLC
Its: General Partner

By:  _____

Name: Brian P. Birk

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/App. No.</u>	<u>Issue/Filing Date</u>
GEAR UP SPORTS	88490980	1-1-2020
DIRECT TO ATHLETE	88798881	2-14-2020
DIRECT2ATHLETE	88798885	2-14-2020

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