

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I2D INVESTORS, LLC		11/30/2021	Limited Liability Company: DELAWARE
I2D ACQUISITION CORP.		11/30/2021	Corporation: DELAWARE
WORLDWIDE CAMPING HOLDINGS, LLC		11/30/2021	Limited Liability Company: DELAWARE
ELEVATE, LLC		11/30/2021	Limited Liability Company: KANSAS
INSIGHT 2 DESIGN, LLC		11/30/2021	Limited Liability Company: KANSAS
I2D LICENSED BRANDS, LLC		11/30/2021	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	ALLY BANK, as Agent		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87227023	CORE	
Serial Number:	87227009	CORE	
Serial Number:	86404907	CORE	
Serial Number:	86404901	CORE	
Serial Number:	85548254	ELEVATE	
Serial Number:	85548130	ELEVATE	
Registration Number:	6495243	FIREFLY! OUTDOOR GEAR	
Serial Number:	90044399	FIREFLY! OUTDOOR GEAR	
Registration Number:	6489888	SIMPLE PUSH	
Serial Number:	90699633	CENTER PUSH	

OP \$265.00 87227023

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Corenda R. Gaines
SIGNATURE:	/Corenda R. Gaines/
DATE SIGNED:	12/01/2021

Total Attachments: 7

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Continuation of the information in Item 1 (Trademark Recordation Form Cover Sheet – Security Agreement – I2D INVESTORS, LLC

Name of additional Conveying Parties:

I2D ACQUISITION CORP.
Corporation – State: Delaware

WORLDWIDE CAMPING HOLDINGS, LLC
LLC – State: Delaware

ELEVATE, LLC
LLC – State: Kansas

INSIGHT 2 DESIGN, LLC
LLC – State: Kansas

I2D LICENSED BRANDS, LLC
LLC - State: Kansas

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of November 30, 2021, by each of the undersigned (collectively, the “Grantors”), in favor of ALLY BANK, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 30, 2021 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), by and among I2D INVESTORS, LLC, a Delaware limited liability company (“Holdings”), I2D ACQUISITION CORP., a Delaware corporation (“I2D”), certain other Subsidiaries of Holdings from time to time party thereto (the “Subsidiary Grantors” and, collectively with Holdings and I2D, the “Grantors”) and ALLY BANK (“Ally”), as administrative and collateral agent for the Secured Parties (as herein defined) (in such capacity, together with its successors and assigns, the “Agent”).

WHEREAS, each Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor’s right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks registered, or for which applications are filed, with the United States Patent and Trademark Office as set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an “intent to use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. **SECURITY AGREEMENT.** The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

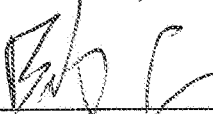
5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


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

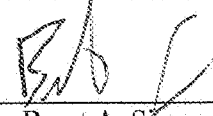
I2D INVESTORS, LLC

By: 
Name: Brent A. Simon
Title: Vice President

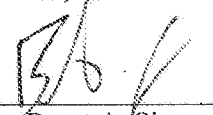
I2D ACQUISITION CORP.

By: 
Name: Brent A. Simon
Title: Vice President

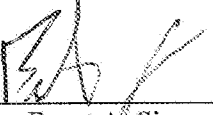
WORLDWIDE CAMPING HOLDINGS, LLC

By: 
Name: Brent A. Simon
Title: Vice President

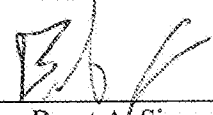
ELEVATE, LLC

By: 
Name: Brent A. Simon
Title: Vice President

INSIGHT 2 DESIGN, LLC

By: 
Name: Brent A. Simon
Title: Vice President

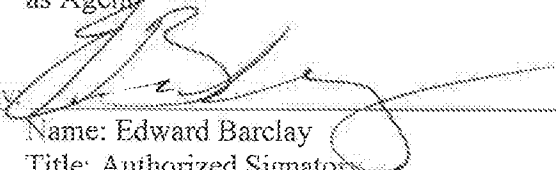
I2D LICENSED BRANDS, LLC

By: 
Name: Brent A. Simon
Title: Vice President

[Signature Page to Grant of Security Interest in Trademarks]

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Agent

By 
Name: Edward Barclay
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks]