

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM702164

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rightline Gear LLC		01/14/2022	Limited Liability Company: DELAWARE
CASCADIA VEHICLE TENTS, LLC		01/14/2022	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive		
<b>Internal Address:</b>	36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86407463		
<b>Serial Number:</b>	85623001	RIGHTLINE GEAR	
<b>Serial Number:</b>	86974427	CAMP IS WHERE YOU PARK IT	
<b>Serial Number:</b>	86958384	CASCADIA VEHICLE TENTS	
<b>Serial Number:</b>	86958400	CVT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212.940.6562		
<b>Email:</b>	joanne.arnold@katten.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten		
<b>Address Line 2:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		

CH \$140.00 86407463

<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	01/14/2022
<b>Total Attachments: 5</b> source=MPG - Trademark Security Agreement (Executed) - Rightline and Cascadia#page1.tif source=MPG - Trademark Security Agreement (Executed) - Rightline and Cascadia#page2.tif source=MPG - Trademark Security Agreement (Executed) - Rightline and Cascadia#page3.tif source=MPG - Trademark Security Agreement (Executed) - Rightline and Cascadia#page4.tif source=MPG - Trademark Security Agreement (Executed) - Rightline and Cascadia#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of January 14, 2022, by Rightline Gear LLC, a Delaware limited liability company ("Rightline"), and Cascadia Vehicle Tents, LLC, a Nevada limited liability company ("Cascadia"; together with Rightline, each a "Grantor" and collectively, the "Grantors"), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

**W I T N E S S E T H**

WHEREAS, MacNeill Pride Group Corp., a Delaware corporation ("Borrower"), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of April 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of April 22, 2021, by and among Grantee, the Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), each Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest in all of the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to the Grantors are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the ratable benefit of the Lenders, and hereby reaffirms its grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or impairment of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

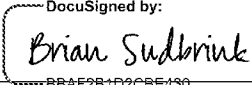
4. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*

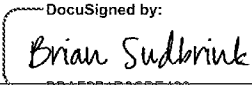
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**GRANTORS:**

**RIGHTLINE GEAR LLC**, a Delaware limited liability company


By:   
Name: Brian Sudbrink  
Title: Secretary

**CASCADIA VEHICLE TENTS, LLC**, a Nevada limited liability company

By:   
Name: Brian Sudbrink  
Title: Secretary

Agreed and accepted as of  
the date first written above:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
\_\_\_\_\_  
Kimberly Trick (last name, 2022, 70146 CST)  
Name: Kimberly Trick  
Title: Managing Director

**SCHEDULE A**

**Trademark Registrations/Applications**

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
	Rightline Gear LLC	86407463	September 26, 2014	4,735,156	May 12, 2015
Rightline Gear	Rightline Gear LLC	85623001	May 11, 2012	4,349,042	June 11, 2013
CAMP IS WHERE YOU PARK IT	Cascadia Vehicle Tents, LLC	86974427	April 13, 2016	5,159,238	March 14, 2017
CASCADIA VEHICLE TENTS	Cascadia Vehicle Tents, LLC	86958384	March 30, 2016	5,085,807	November 22, 2016
CVT	Cascadia Vehicle Tents, LLC	86958400	March 30, 2016	5,085,808	November 22, 2016