

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WaterPort, LLC		05/31/2022	Limited Liability Company: CALIFORNIA
Pride Manufacturing Company, LLC		05/31/2022	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive
Internal Address:	36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87536371	WATERPORT
Serial Number:	88942284	GOSPOUT
Serial Number:	90203834	DAY TANK
Serial Number:	90203942	WEEKENDER
Serial Number:	90204010	ADVENTURER
Serial Number:	88939200	M.I.A. TENTS
Serial Number:	88939238	M.I.A. TENTS GET OUT THERE
Serial Number:	90612179	MIA OUTDOORS
Serial Number:	90612273	MIA OUTDOORS
Serial Number:	90203971	PIONEER

CORRESPONDENCE DATA

Fax Number: 3125774688

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: 312-577-8416

Email: carole.dobbins@katten.com

TRADEMARK

REEL: 007738 FRAME: 0435

Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Carole Dobbins

SIGNATURE: /Carole Dobbins/

DATE SIGNED: 05/31/2022

Total Attachments: 6

source=Twin Brook MPG Trademark Security Agreement (Executed)#page1.tif

source=Twin Brook MPG Trademark Security Agreement (Executed)#page2.tif

source=Twin Brook MPG Trademark Security Agreement (Executed)#page3.tif

source=Twin Brook MPG Trademark Security Agreement (Executed)#page4.tif

source=Twin Brook MPG Trademark Security Agreement (Executed)#page5.tif

source=Twin Brook MPG Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of May 31, 2022, by WaterPort, LLC, a California limited liability company ("Waterport"), and Pride Manufacturing Company, LLC, a Wisconsin limited liability company ("Pride", and together with Waterport, 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 by that certain First Amendment to the Credit Agreement, dated as of January 14, 2022 (the "First Amendment"), and as may be further 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, the Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

WATERPORT, LLC, a California limited liability company

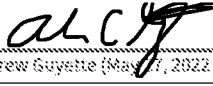
By: 
Name: Brian Sudbrink
Title: Secretary

PRIDE MANUFACTURING COMPANY, LLC, a Wisconsin 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: 
Drew Guyette (May 17, 2022 13:20 CDT)

Name: **Drew Guyette**
Title: **Chief Credit Officer**

SCHEDULE A

Trademark Registrations/Applications

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
WaterPORT	WaterPort, LLC	87,536,371	July 20, 2017	5,396,391	February 6, 2018
GoSpout	WaterPort, LLC	88,942,284	June 1, 2020	6,297,005	March 16, 2021
DAY TANK	WaterPort, LLC	90,203,834	September 23, 2020	6,605,120	January 4, 2022
WEEKENDER	WaterPort, LLC	90,203,942	September 23, 2020	N/A	Allowed February 8, 2022
ADVENTURER	Pride Manufacturing Company, LLC (formerly owned by M.I.A. Outdoors, LLC)	90,204,010	September 23, 2020	6,372,000	June 1, 2021
M.I.A. TENTS	Pride Manufacturing Company, LLC (formerly owned by M.I.A. Outdoors, LLC)	88,939,200	May 29, 2020	6,259,930	February 2, 2021
 M.I.A. TENTS GET OUT THERE	Pride Manufacturing Company, LLC (formerly owned by M.I.A. Outdoors, LLC)	88,939,238	May 29, 2020	6,259,931	February 2, 2021
MIA OUTDOORS	Pride Manufacturing Company, LLC (formerly owned by M.I.A. Outdoors, LLC)	90,612,179	March 30, 2021	6,664,447	March 8, 2022

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
 MIA OUTDOORS	Pride Manufacturing Company, LLC (formerly owned by M.I.A. Outdoors, LLC)	90,612,273	March 30, 2021	6,664,457	March 8, 2022
PIONEER	Pride Manufacturing Company, LLC (formerly owned by M.I.A. Outdoors, LLC)	90,203,971	September 23, 2020	N/A	Filed May 23, 2022