

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855436

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Studio Ray, LLC		11/17/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 East 42nd Street		
Internal Address:	40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2967724		
Registration Number:	3496958	G	
Registration Number:	0954759	GERRY	
Registration Number:	1909358	GERRY	
Registration Number:	3459297	GERRY	
Registration Number:	4447077	GERRY MOUNTAINEERING	
Registration Number:	1407702	GERRY G	
Registration Number:	3075774	ISIS	
Registration Number:	5192025	RAINCHEK	
Serial Number:	90877139	REXYCLE	
Serial Number:	97084173	XTREME XPOSURE	
Registration Number:	2049955	ZERO XPOSUR	
Registration Number:	6833813	ZEROXPOSUR	
Registration Number:	6575542	ZX ZEROXPOSUR	
Registration Number:	3823453	ZERO XPOSUR	
Registration Number:	4253332	ZX	
Registration Number:	4253339	ZX	
Registration Number:	5717131	ZX OUTDOOR	

OP \$490.00 2967724

Property Type	Number	Word Mark
Registration Number:	3383843	ZX PLATINUM

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: 8007130755

Email: kimberly.flood@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:	Samantha Alfano
SIGNATURE:	/Samantha Alfano/
DATE SIGNED:	11/22/2023

Total Attachments: 14

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Studio Ray, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited liability company _____

Citizenship (see guidelines) New York

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 17, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 150 East 42nd Street, 40th Floor

City: New York

State: New York

Country: USA Zip: 10017

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached Schedule I

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule I

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Samantha Alfano

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: (212) 905-3646

Docket Number: _____

Email Address: salfano@otterbourg.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Samantha Alfano

11/20/2023

Signature

Date

Samantha Alfano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of November 17, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Secured Party", as hereinafter further defined).

W I T N E S S E T H:

WHEREAS, Secured Party has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions of the Credit Agreement, dated of even date herewith, by and among Secured Party, Grantors and certain affiliates of Grantors (as the same may be modified, amended, supplemented or restated from time to time, the "Credit Agreement");

WHEREAS, the Secured Party is willing to make the financial accommodations to Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Secured Party, the Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. "Secured Party" means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that notwithstanding anything contained in this Agreement to the contrary, the term “Trademark Collateral” shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original

manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, ETC. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM NON CONVENIENS, WAIVER OF JURY TRIAL, SUBMISSION TO JURISDICTION AND WAIVER OF CLAIMS SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

STUDIO RAY, LLC



By: _____
Name: Ray Haber
Title: Manager

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name: Richard Mahtani
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008267 FRAME: 0011**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

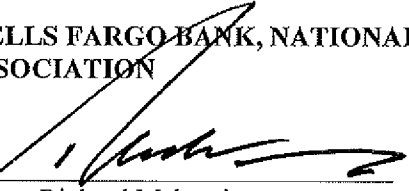
STUDIO RAY, LLC

By: _____
Name:
Title:

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**




By: 
Name: Richard Mahtani
Title: Director

[Signature Page to Trademark Security Agreement]



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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



Trademark Registrations/Applications



G	Country	Mark	Goods	App. #	Filing Date	Reg. #	Reg. Date	Status
12	USA	3 arrow logo: 	25: Clothing, namely, t-shirts, sweatshirts, pants, jackets, head bands, gloves, hats, scarves, and underwear. (First Use: 7/1/20; First Use in Commerce: 7/1/20)	76/503,641	3/27/03	2,967,724	7/12/05	Renewal window opens 7/12/24
17	USA	G Logo: 	18: Backpacks. (First Use: 1/1/05; First Use in Commerce: 1/1/05) 25: Jackets, t-shirts, shirts, shorts, hats, caps. (First Use: 1/1/05; First Use in Commerce: 1/1/05)	78/389,897	3/24/04	3,496,958	9/2/08	Renewal window opens 9/2/27 ==== Filing basis for Int'l Reg. 1257614
26	WIPO: Australia China* EU France Iceland Korea Mexico Spain	G Logo: 	18: Backpacks 25: Jackets, t-shirts, shorts, hats, caps [* refused in China for hats and caps]	78/389,897 (USA)		1257614	6/16/15	Renewal window opens 3/16/25
2	USA	GERRY	3: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animal packs, pack frames and pack bags (First Use: 6/67; First Use in Commerce: 6/67) 20: Tent parts and accessories – namely, tent poles, tent flies, foam pads and outdoor sleeping bags (First Use: 6/46; First Use in Commerce: 6/46)	72/385,257	3/3/71	0,954,759	3/13/73	Renewal window opens 3/13/32 ==== Filing basis for Int'l Reg. 1197519

			<p>25: Clothing – namely, ((hiking boots, socks,)) parkas, ponchos, pants,</p> <p>((underwear,)) down vests, sweaters, hoods and raincoats (First Use: 6/46; First Use in Commerce: 6/46)</p>					
15	USA	GERRY	<p>25: Children's coats, hats, shirts. (First Use: 1/1/95; First Use in Commerce: 1/1/95)</p>	74/802,370	10/28/92	1,909,358	8/1/95	<p>Renewal window opens 8/1/24 === Filing basis for Int'l Reg. 1197519</p>
11	USA	GERRY	<p>18: All purpose carrying bags and backpacks. (First Use: 1/05; First Use in Commerce: 1/05)</p> <p>25: Jackets, T-shirts, shirts, and caps. (First Use: 1/05; First Use in Commerce: 1/05)</p>	78/392,987	3/30/04	3,459,297	7/1/08	<p>Renewal window opens 7/1/27 === Filing basis for Int'l Reg. 1197519</p>
27	WIPO: Australia Iceland Mexico	GERRY	<p>25: Clothing, namely, parkas, ponchos, pants, down vests, sweaters, hoods and raincoats; jackets; t-shirts; shirts, and caps; children's coats; hats, and shirts</p>	72/385,257; 74/802,370; 78/392,987 (USA)		1197519	1/17/14	<p>Renewal window opens 10/17/33</p>

20	USA	GERRY [MOUNTAINEER RING]	25: Apparel, namely, swim shorts, swim wear, leggings, snow wear, namely, coats, scarves, gloves; snow pants, snow jackets, active wear, namely, jogging suits, jogging pants, running shorts, sweat bands; sports wear, namely, tank tops, t-shirts, bikinis; jerseys, shirts, sweaters, pants, shorts, hats, caps, headbands, gloves, jackets, coats, rain coats, and footwear. (First Use: 2/1/13; First Use in Commerce: 2/1/13)	85/900,869	4/10/13	4,447,077	12/10/13	Renewal window closes 12/10/23 ==== Filing basis for Int'l Reg. 1381576 (inactive)
16	USA	GERRY G Logo:	18: Garment bags for travel and backpacks (First Use: 8/1/83; First Use in Commerce: 8/1/83)	73/493,207	8/3/84	1,407,702	9/2/86	Renewal window opens 9/2/25
			25: Clothing, namely men's, women's, and children's jackets, bibs and ski pants and men's and women's sweaters (First Use: 8/1/83; First Use in Commerce: 8/1/83)					
5	USA	ISIS with star logo: 	25: Women's outdoor clothing, namely jackets, pants, rain jackets, wind jackets, wind pants, ski jackets, ski pants, shorts, tights, turtlenecks, vests, underwear, insulated jackets, insulated vests, hats, shirts, sweaters, and tank tops. (First Use: 1/20/00; First Use in Commerce: 1/20/00)	78/457,145	7/27/04	3,075,774	4/4/06	Renewal window opens 4/4/25
6	USA	RAINCHEK	25: Athletic shorts; Baselayer bottoms; Baselayer tops; Bathing suits; Bathing trunks; Bikinis; Board shorts; Caps; Clothing, namely, base layers; Coats; Footwear; Gloves; Gym shorts; Hats; Headbands; Jackets;	86/738,314	8/26/15	5,192,025	4/25/17	Renewal window opens 4/25/26

			Jerseys; Jogging pants; Jogging suits; Leggings; Pants; Raincoats; Running suits; Scarves; Shirts; Shorts; Snow boarding suits; Snow pants; Snow suits; Snowboard jackets; Sweat shorts; Sweatbands; Sweaters; Swim trunks; Swimwear; T- shirts; Tank tops; Underwear; Walking shorts. (First Use: 1/15/16; First Use in Commerce: 1/15/16)					
33	USA	REXCYCLE Logo: 	25: Clothing, namely, jackets, coats, vests, swimwear, shirts, board shorts, tops, sweatshirts, sweatpants, shorts, pants, dresses, skorts, joggers, gloves, balaclavas, scarves and socks; Footwear; Headwear	90/877,139	8/11/21			Notice of Allowance issued 2/14/23
34	USA	XTRE ME XPOSU RE	25: Clothing, namely, jackets, swimwear, gloves, shorts, t- shirts, hats, and outerwear in the nature of coats; footwear; headwear	97/084,1 73	10/20/21			Notice of Allowance issued 8/23/22
3	USA	ZERO XPOSUR	25: Coats, shirts, pants, jackets, jog suits, swimwear, T-shirts, shorts, raincoats and rain jackets.	75/005,7 52	10/16/95	2,049,955	4/1/9 7	Renewal window opens 4/1/26
3	USA	ZERO XPOSUR	25: Coats, shirts, pants, jackets, jog suits, swimwear, T-shirts, shorts, raincoats and rain jackets. (First Use: 7/17/96; First Use in Commerce: 7/17/96)	75/005,7 52	10/16/95	2,049,955	4/1/9 7	Renewal window opens 4/1/26 ==== Filing basis for Int'l Reg. 0854222
30	WIPO: Australia EU Japan Korea Mexico Singapore	ZERO XPOSUR	25: Coats, shirts, pants, jackets, jog suits, swimwear, t-shirts, shorts, raincoats and rain jackets.	75/005,752 (USA)		854222	4/4/0 5	Renewal window opens 1/4/25

32	USA	ZEROXPOSUR	25: Coats, shirts, pants, jackets, jogging suits, swimwear, T-shirts, shorts, raincoats and rain jackets.	97/026,587	9/14/21	6,833,813	8/30/22	Renewal maintenance window opens 8/30/27
13	USA	ZEROXPOSUR & X LOGO 	25: Footwear; Gloves; Hats; Headbands; Shirts. (First Use: 7/17/96; First Use in Commerce: 7/17/96)	90/484,748	1/24/21	6,575,542	11/30/21	Maintenance window opens 11/30/26
14	USA	ZEROXPOSUR Logo: 	25: Footwear, hats, gloves, headbands and shirts. (First Use: 7/17/96; First Use in Commerce: 7/17/96)	76/687,509	3/10/08	3,823,453	7/27/10	Renewal window opens 7/27/29
19	USA	ZX	25: Apparel, namely, swim shorts, swim wear, leggings, snow wear, namely, coats, scarves, gloves; snow pants, snow jackets, active wear, namely, jogging suits, jogging pants, running shorts, sweat bands; sports wear, namely, tank tops, t-shirts, bikinis; jerseys, shirts, sweaters, pants, shorts, hats, caps, headbands, gloves, jackets, coats, rain coats, and footwear (First Use: 7/1/95; First Use in Commerce: 7/1/95)	85/590,899	4/6/12	4,253,332	12/4/12	Renewal window opens 12/4/31 ==== Filing basis for Int'l Reg. 1129280
29	<u>WIP</u> <u>Q:</u> EU	ZX	25: Apparel, namely, swim shorts, swim wear, leggings, snow wear, snow pants, snow jackets, active wear, jogging suits, jogging pants, running shorts, sweat bands, sports wear, jerseys, shirts, sweaters, pants, shorts, hats, caps, headbands, gloves, jackets, coats, rain coats, and footwear.	85/590,899 (USA)		1129280	6/11/12	Renewal window opens 3/11/32

28	WIPO: China EU	ZX Logo: 	25: Apparel, namely, swim shorts, swim wear, leggings, snow wear, snow pants, snow jackets, active wear, jogging suits, jogging pants, running shorts, sweat bands, sports wear, jerseys, shirts, sweaters, pants, shorts, hats, caps, headbands, gloves, jackets, coats, rain coats, and footwear	85/591,219 (USA)		1129585	6/11/12	Renewal window opens 3/11/32
18	USA	ZX Logo: 	25: Apparel, namely, swim shorts, swim wear, leggings, snow wear, namely, coats, scarves, gloves; snow pants, snow jackets, active wear, namely, jogging suits, jogging pants, running shorts, sweat bands; sports wear, namely, tank tops, t-shirts, bikinis; jerseys, shirts, sweaters, pants, shorts, hats, caps, headbands, gloves, jackets, coats, rain coats, and footwear. (First Use: 7/1/95; First Use in Commerce: 7/1/95)	85/591,219	4/6/12	4,253,339	12/4/12	Renewal window opens 12/4/31 ==== Filing basis for Int'l Reg. 1129585
4	USA	ZX OUTDOOR	25: Bikinis; Coats; Footwear; Gloves; Hats; Jackets; Jerseys; Jogging pants; Jogging suits; Leggings; Pants; Rain coats; Scarves; Shirts; Shorts; Snow pants; Sweaters; Swim suits; Swim trunks; Swimwear; T-shirts; Tank-tops; Athletic shorts. (First Use: 8/18; First Use in Commerce: 8/18)	87/759,3 70	1/17/18	5,717,131	4/2/19	8/15 window opens 4/2/24
1	USA	ZX PLATINUM	25: Clothing, namely, outdoor, namely, jackets and pants and active sportswear, namely, pants, wind jackets, shorts, t-shirts, tank tops, and tops. (First Use: 6/1/05; First Use in Commerce: 6/1/05)	77/010,7 37	9/29/06	3,383,843	2/19/08	Renewal window opens 2/19/27

Licensed Trademarks

	Serial Number	Reg Number	Word Mark
1	97499368		COLORADO WORKWEAR
2	97499366		COLORADO WORKWEAR SINCE 1998
3	97499353		COLORADO WORKWEAR
4	97393687	6924997	TRANQUILITY BY COLORADO CLOTHING
5	86826877	5007012	ACTIVEWEARUSA
6	86826887	4997620	WHERE ACTIVE MEETS STYLE
7	86978681	4970636	LIFE IS A WORKOUT
8	86439827	4952241	TULAH
9	86405273	4869268	SWEATY NATION
10	86455111	4847700	
11	86253725	4818896	TRANQUILITY BY COLORADO CLOTHING
12	86253704	4617686	
13	86253686	4617685	
14	86253695	4637266	COLORADO CLOTHING
15	86253676	4605631	SOYBU
16	86253712	5314485	KILLER CABOOSE
17	85503507	4325350	SWEAT.TV
18	78898544	3359680	SOYBU
19	77975180	3442111	SOYBU
20	77124727	3923347	SOYBU
21	75448005	2777071	COLORADO CLOTHING COMPANY

7664356.2

RECORDED: 11/22/2023

**TRADEMARK
REEL: 008267 FRAME: 0020**