

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI108419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLY-WOOD, LLC		03/20/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	OHA Agency LLC, as Collateral Agent		
Street Address:	1 Vanderbilt Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3415190	POLY-WOOD WWW.POLYWOODINC.COM	
Registration Number:	3590724	POLY-WOOD	
Registration Number:	3762282	POLY-WOOD	
Registration Number:	4245624	POLYWOOD	
Registration Number:	5882891	RETHINK OUTDOOR	
Registration Number:	6149378	OCEAN CHAIR	
Registration Number:	6295869	INFINITE	
Registration Number:	6672827	PW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(800)221-0102		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Khadijah Sampson		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2303657 ks		

OP \$215.00.00 77069595

NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	03/21/2024
Total Attachments: 6 source=Flywheel - Trademark Security Agreement - Filing#page1.tif source=Flywheel - Trademark Security Agreement - Filing#page2.tif source=Flywheel - Trademark Security Agreement - Filing#page3.tif source=Flywheel - Trademark Security Agreement - Filing#page4.tif source=Flywheel - Trademark Security Agreement - Filing#page5.tif source=Flywheel - Trademark Security Agreement - Filing#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated March 20, 2024, is made by the Person listed on the signature pages hereof (the “Pledgor”) in favor of OHA Agency LLC, as collateral agent (together with its permitted successors in such capacity the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Flywheel Debt Subsidiary, LLC a Delaware limited liability company (the “Initial Borrower”) and Poly-Wood, LLC, a Delaware limited liability company (the “Company”, following the merger with the Initial Borrower, as successor to the Initial Borrower by operation of law, and following the Acquisition, and together with the Initial Borrower, each individually, and collectively referred to herein as the context may require, the “Borrower”) have entered into a Credit Agreement, dated as of March 20, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Poly-Wood Intermediate, LLC., a Delaware limited liability company (“Holdings”), OHA Agency LLC as the Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated March 20, 2024, by Holdings, the Initial Borrower, the Borrower, the Pledgor, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Trademarks of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

1. (1) Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired (the “Collateral”):
 - (a) all Trademarks of such Pledgor, including the United States trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein, and such trademarks shall not be set forth in Schedule A), together with the goodwill symbolized thereby;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; provided further that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

2. (2) Security for Obligations. The grant of a security interest in, the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.
3. (3) Termination. Upon the occurrence of the events described in Section 9.11(a)(i) of the Credit Agreement, 9.11(b) of the Credit Agreement (with respect to any Grantor) or any subclause of 9.11(a) of the Credit Agreement (with respect to any individual item of Collateral), the applicable security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Collateral under this Trademark Security Agreement all in accordance with the terms of the Credit Agreement and the Security Agreement.
4. (4) Recordation. The Pledgor hereby authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

5. (5) Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.
6. (6) Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
7. (7) 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 LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

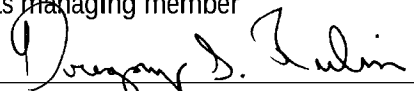
IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered by their respective officer thereunto duly authorized as of the date first above written.

POLY-WOOD, LLC

By:  DocuSigned by:
Name: Douglas Rassi 3ACFE7035A03474...
Title: Chief Executive Officer



OHA AGENCY LLC
as the Collateral Agent

By: Oak Hill Advisors, L.P.,
its managing member

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

Schedule A to the Trademark Security Agreement

U.S. Trademark Registrations and Applications

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner of Record
	77/069,595	December 21, 2006	3,415,190	April 22, 2008	Poly-Wood, LLC
POLY-WOOD	77/538,990	August 5, 2008	3,590,724	March 17, 2009	Poly-Wood, LLC
POLY-WOOD	77/659,012	January 29, 2009	3,762,282	March 23, 2010	Poly-Wood, LLC
POLYWOOD	85/593,336	April 10, 2012	4,245,624	November 20, 2012	Poly-Wood, LLC
RETHINK OUTDOOR	88/314,096	February 25, 2019	5,882,891	October 15, 2019	Poly-Wood, LLC
OCEAN CHAIR	88/668,636	October 25, 2019	6,149,378	September 8, 2020	Poly-Wood, LLC
INFINITE	88/298,400	February 12, 2019	6,295,869	March 16, 2021	Poly-Wood, LLC
	88/808,013	February 24, 2020	6,672,827	March 15, 2022	Poly-Wood, LLC