

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI74119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro Skate HoldCo, LLC		01/26/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street		
Internal Address:	Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3161505	PRO-TEC	
Registration Number:	3308074	PRO-TEC	
Registration Number:	3308071	PRO-TEC	
Registration Number:	3161503	PRO-TEC	
Registration Number:	3161507	PRO-TEC	
Registration Number:	3308080	PRO-TEC	
Registration Number:	3308075	PRO-TEC	
Registration Number:	3308076	PRO-TEC	
Registration Number:	3899187	PRO-TEC	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle St Ste 3700		
Address Line 2:	Duane Morris LLP		

OP \$240.00.00 78273437

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	G4599-00049
NAME OF SUBMITTER:	Aubrie Hesla
SIGNATURE:	Aubrie Hesla
DATE SIGNED:	04/01/2024
Total Attachments: 10 source=7. Trademark Security Agreement#page1.tif source=7. Trademark Security Agreement#page2.tif source=7. Trademark Security Agreement#page3.tif source=7. Trademark Security Agreement#page4.tif source=7. Trademark Security Agreement#page5.tif source=7. Trademark Security Agreement#page6.tif source=7. Trademark Security Agreement#page7.tif source=7. Trademark Security Agreement#page8.tif source=7. Trademark Security Agreement#page9.tif source=7. Trademark Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of January 26, 2024, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, TRIPLE EIGHT DISTRIBUTION, LLC, a New York limited liability company (“*Existing Borrower*”), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of December 31, 2020 among Existing Borrower, **TRIPLE EIGHT HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), the Lenders party thereto, and the Agent (as has been and may further be amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Existing Borrower and Parent are party to that certain Security Agreement dated as of December 31, 2020 in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, PRO SKATE HOLDCO, LLC, a Delaware limited liability company (“*New Borrower*”, and together with Existing Borrower, individually and collectively, the “*Borrower*”) is being joined (i) to the Credit Agreement pursuant to that certain Limited Consent, Joinder, and Third Amendment to Revolving Credit and Term Loan Agreement dated as of the date hereof and (ii) to the Security Agreement pursuant to that certain Security Joinder Agreement dated as of the date hereof;

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, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the

Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

PRO SKATE HOLDCO, LLC.

a Delaware limited liability company, as Grantor

By:  _____
Name: Robert Erb
Title: Chief Executive Officer

Accepted:

BYLINE BANK, as Agent

































By: 
Name: Luke Kohler
Title: Vice President






EXHIBIT A











Mark	Status	Reg. No./App. No.	Owner	Jurisdiction
	Registered	3579710	Pro Skate HoldCo, LLC	Argentina
	Registered	3579711	Pro Skate HoldCo, LLC	Argentina
	Registered	2890077	Pro Skate HoldCo, LLC	Argentina
	Registered	933292	Pro Skate HoldCo, LLC	Australia
	Registered	App. No. 2352457	Pro Skate HoldCo, LLC	Australia
	Registered	TMA606781	Pro Skate HoldCo, LLC	Canada
	Registered	TMA549586	Pro Skate HoldCo, LLC	Canada
	Registered	TMA729307	Pro Skate HoldCo, LLC	Canada
	Registered	TMA729436	Pro Skate HoldCo, LLC	Canada
PRO-TEC	Registered	TMA551192	Pro Skate HoldCo, LLC	Canada

	Registered	TMA729306	Pro Skate HoldCo, LLC	Canada
	Registered	3373121	Pro Skate HoldCo, LLC	China
	Registered	9001044	Pro Skate HoldCo, LLC	China
	Registered	9001048	Pro Skate HoldCo, LLC	China
	Registered	9001046	Pro Skate HoldCo, LLC	China
	Registered	3279114	Pro Skate HoldCo, LLC	EU
	Registered	3291507	Pro Skate HoldCo, LLC	EU
	Registered	3279106	Pro Skate HoldCo, LLC	EU
	Registered	3283504	Pro Skate HoldCo, LLC	EU
PRO-TEC	Registered	159525	Pro Skate HoldCo, LLC	EU
	Registered	3279081	Pro Skate HoldCo, LLC	EU
	Registered	3279131	Pro Skate HoldCo, LLC	EU

PRO-TEC	Registered	3279023	Pro Skate HoldCo, LLC	EU
PRO-TEC	Registered	3279031	Pro Skate HoldCo, LLC	EU
PRO♠TEC	Registered	2003-B12993	Pro Skate HoldCo, LLC	Hong Kong
	Registered	2003-B14918AA	Pro Skate HoldCo, LLC	Hong Kong
	Registered	4910303	Pro Skate HoldCo, LLC	Japan
	Registered	1460382	Pro Skate HoldCo, LLC	Mexico
	Registered	777598	Pro Skate HoldCo, LLC	Mexico
PRO♠TEC	Registered	1500933	Pro Skate HoldCo, LLC	Mexico
PRO♠TEC	Registered	667940	Pro Skate HoldCo, LLC	New Zealand
	Registered	667942	Pro Skate HoldCo, LLC	New Zealand
PRO♠TEC	Registered	40-0782571	Pro Skate HoldCo, LLC	Republic of Korea

	Registered	40-0637637	Pro Skate HoldCo, LLC	Republic of Korea
	Registered	1063226	Pro Skate HoldCo, LLC	Taiwan
PRO-TEC	Registered	2010/52388	Pro Skate HoldCo, LLC	Turkey
	Registered	UK009-03279114	Pro Skate HoldCo, LLC	UK
	Registered	UK009-03291507	Pro Skate HoldCo, LLC	UK
	Registered	UK009-03279106	Pro Skate HoldCo, LLC	UK
	Registered	UK009-03283504	Pro Skate HoldCo, LLC	UK
PRO-TEC	Registered	UK009-00159525	Pro Skate HoldCo, LLC	UK
	Registered	UK009-03279081	Pro Skate HoldCo, LLC	UK
	Registered	UK009-03279131	Pro Skate HoldCo, LLC	UK
	Registered	UK009-03279023	Pro Skate HoldCo, LLC	UK
	Registered	UK009-03279031	Pro Skate HoldCo, LLC	UK
	Registered	3161505	Pro Skate HoldCo, LLC	US

	Registered	3308074	Pro Skate HoldCo, LLC	US
PRO-TEC	Registered	3308071	Pro Skate HoldCo, LLC	US
PRO-TEC	Registered	3161503	Pro Skate HoldCo, LLC	US
	Registered	3161507	Pro Skate HoldCo, LLC	US
	Registered	3308080	Pro Skate HoldCo, LLC	US
PRO-TEC	Registered	3308075	Pro Skate HoldCo, LLC	US
PRO-TEC	Registered	3308076	Pro Skate HoldCo, LLC	US
PRO-TEC	Registered	933293	Pro Skate HoldCo, LLC	Australia
	Registered	825123399	Pro Skate HoldCo, LLC	Brazil
PRO-TEC	Registered	29227722	Pro Skate HoldCo, LLC	EU
	Registered	2920544	Pro Skate HoldCo, LLC	EU
PRO-TEC	Registered	301801836	Pro Skate HoldCo, LLC	Hong Kong

	Registered	301801818	Pro Skate HoldCo, LLC	Hong Kong
	Registered	301801827	Pro Skate HoldCo, LLC	Hong Kong
	Registered	App. No. 101880291	Pro Skate HoldCo, LLC	Taiwan
	Registered	App. No. 101880287	Pro Skate HoldCo, LLC	Taiwan
	Registered	App. No. 101880289	Pro Skate HoldCo, LLC	Taiwan
	Registered	1557748	Pro Skate HoldCo, LLC	Taiwan
	Registered	1557747	Pro Skate HoldCo, LLC	Taiwan
	Registered	1557749	Pro Skate HoldCo, LLC	Taiwan
	Registered	UK009-02922722	Pro Skate HoldCo, LLC	UK
	Registered	UK009-02920544	Pro Skate HoldCo, LLC	UK
PRO-TEC	Registered	3899187	Pro Skate HoldCo, LLC	US