

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1213388

<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>
RTIC Outdoors, LLC		05/03/2024	Limited Liability Company: TEXAS
BottleKeeper, LLC		05/03/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	PennantPark Loan Agency Servicing, LLC		
<b>Street Address:</b>	1691 Michigan Avenue		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Miami Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33139		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4909776	RTIC	
<b>Registration Number:</b>	5155866	RTIC	
<b>Registration Number:</b>	5886271	RTIC	
<b>Registration Number:</b>	4909788	RTIC	
<b>Registration Number:</b>	5155868	RTIC	
<b>Registration Number:</b>	5886270	RTIC	
<b>Registration Number:</b>	5886249	R	
<b>Registration Number:</b>	5408251	HALF THE PRICE AND HOLDS MORE ICE	
<b>Registration Number:</b>	5408252	HALF THE PRICE AND KEEPS THE ICE	
<b>Registration Number:</b>	5408250	OVER BUILT - NOT OVER PRICED	
<b>Registration Number:</b>	6725564	110,000 MILES	
<b>Registration Number:</b>	6212252	BECAUSE LIFE IS TOO SHORT TO DRINK WARMBEER	
<b>Serial Number:</b>	88724114	BK WAVE BY BOTTLEKEEPER	
<b>Registration Number:</b>	5864223		
<b>Registration Number:</b>	4603083	BOTTLEKEEPER	
<b>Registration Number:</b>	6030069	BOTTLEKEEPER	

OP \$565.00.00 86453391

Property Type	Number	Word Mark
Registration Number:	4626131	BREWTIS
Registration Number:	6055064	CANKEEPER
Registration Number:	5104931	COLDER BEER IS BETTER. IT'S SCIENCE.
Registration Number:	5758324	IDEAL FOR THE OUTDOORS
Registration Number:	6181175	PINTKEEPER
Registration Number:	6366238	STERN

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** (212)318-6000  
**Email:** yoosonlee@paulhastings.com  
**Correspondent Name:** Yooson Sandy Lee  
**Address Line 1:** Paul Hastings LLP  
**Address Line 2:** 200 Park Avenue  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Mitchell Garrett
<b>SIGNATURE:</b>	Mitchell Garrett
<b>DATE SIGNED:</b>	05/06/2024

**Total Attachments: 6**  
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source=RTIC - Trademark Security Agreement (Executed)(178501638.1)#page6.tif

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2024, is made by RTIC Outdoors, LLC (“RTIC Outdoors”) and BottleKeeper, LLC (“BottleKeeper”) (each a “Grantor” and, collectively, the “Grantors”), in favor of PENNANTPARK LOAN AGENCY SERVICING, LLC (“PennantPark”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2024 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (i) RTIC Intermediate Holdings, LLC, a Delaware limited Liability Company (“Holdings”), (ii) RTIC Subsidiary Holdings, LLC, a Delaware limited liability company (“RTIC”), (iii) each other Person who becomes a borrower thereunder by execution and delivery of a joinder (together with RTIC, collectively the “Borrowers” and individually each a “Borrower”), (iv) the other Persons party thereto that are designated as a “Credit Party”, if any, (v) PennantPark Loan Agency Servicing, LLC (in its individual capacity, “PennantPark”), as Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each a “Lender”) and (vi) the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 3, 2024 in favor of Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall Trademark Collateral include any Excluded Property (including any "intent to use" Trademark applications for which a statement of use has not been filed with and accepted by (but only until such statement is filed with and accepted by) the U.S. Patent and Trademark Office) and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RTIC Outdoors, LLC, as Grantor


DocuSigned by:  
*William Pond*  
By: \_\_\_\_\_  
Name: William Pond  
Title: Chief Executive Officer, Secretary and  
Treasurer

BottleKeeper, LLC, as Grantor

DocuSigned by:  
*William Pond*  
By: \_\_\_\_\_  
Name: William Pond  
Title: Chief Executive Officer, Secretary and  
Treasurer

ACCEPTED AND AGREED  
as of the date first above written:






PENNANTPARK LOAN AGENCY SERVICING, LLC,  
as Agent

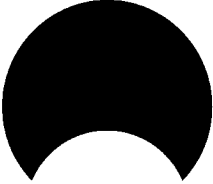

By:  \_\_\_\_\_  
Name: Jeffrey S. Sion  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Owner	Status	Application/ Registration Number	Application/ Registration Date
RTIC	RTIC Outdoors, LLC	REGISTERED	86/453,391/4,909,776	03/01/2016
RTIC	RTIC Outdoors, LLC	REGISTERED	87/119,721/5,155,866	03/07/2017
RTIC	RTIC Outdoors, LLC	REGISTERED	87/906,171/5886271	10/15/2019
RTIC & Bear Design 	RTIC Outdoors, LLC	REGISTERED	86/460,084/4,909,788	03/01/2016
RTIC & Bear Design 	RTIC Outdoors, LLC	REGISTERED	87/119,744/5,155,868	03/07/2017
RTIC & Bear Design 	RTIC Outdoors, LLC	REGISTERED	87/906,154/5,886,270	10/15/2019
R & Bear Design 	RTIC Outdoors, LLC	REGISTERED	87/884,560/5,886,249	10/15/2019
HALF THE PRICE AND HOLDS MORE ICE	RTIC Outdoors, LLC	REGISTERED	87/058,495/5,408,251	02/20/2018
HALF THE PRICE AND KEEPS THE ICE	RTIC Outdoors, LLC	REGISTERED	87/058,498/5,408,252	02/20/2018
OVER BUILT - NOT OVER PRICED	RTIC Outdoors, LLC	REGISTERED	87/058,490/5,408,250	02/20/2018
110,000 MILES	RTIC Outdoors, LLC	REGISTERED	88/983,865/6,725,564	05/24/2022
BECAUSE LIFE IS TOO SHORT TO DRINK WARM BEER	BottleKeeper, LLC	Registered	88584305 / 6212252	8/19/2019 / 12/1/2020
	BottleKeeper, LLC	Allowed	88724114	12/11/2019

<b>Trademark</b>	<b>Owner</b>	<b>Status</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>
	BottleKeeper, LLC	Registered	88124399 / 5864223	9/20/2018 / 9/17/2019
BOTTLEKEEPER	BottleKeeper, LLC	Registered	86077324 / 4603083	9/27/2013 / 9/9/2014
	BottleKeeper, LLC	Registered	88124402 / 6030069	9/20/2018 / 4/7/2020
BREW TIS	BottleKeeper, LLC	Registered	86077389 / 4626131	9/27/2013 / 10/21/2014
CANKEEPER	BottleKeeper, LLC	Registered	88572049 / 6055064	8/8/2019 / 5/12/2020
COLDER BEER IS BETTER. IT'S SCIENCE.	BottleKeeper, LLC	Registered	87032071 / 5104931	5/10/2016 / 12/20/2016
IDEAL FOR THE OUTDOORS	BottleKeeper, LLC	Registered	87524415 / 5758324	7/11/2017 / 5/21/2019
PINTKEEPER	BottleKeeper, LLC	Registered	88550401 / 6181175	7/30/2019 / 10/20/2020
STERN	BottleKeeper, LLC	Registered	90097654 / 6366238	8/6/2020

2. TRADEMARK APPLICATIONS

N/A