

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4414532

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the THREE PROPERTIES WERE NOT INCLUDED ON THE ORIGINAL SUBMISSION THOUGH THEY WERE IN THE BODY OF THE DOCUMENT previously recorded on Reel 042351 Frame 0585. Assignor(s) hereby confirms the SECURITY AGREEMENT.	
CONVEYING PARTY DATA		
	Name	Execution Date
	CONFLUENCE OUTDOOR, LLC	02/03/2017
	PAPA HANA, LLC	02/03/2017
RECEIVING PARTY DATA		
Name:	ALLY BANK, AS AGENT	
Street Address:	300 PARK AVENUE, 4TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 5		
	Property Type	Number
	Patent Number:	9511826
	Patent Number:	9359055
	Application Number:	14689824
	Application Number:	14875805
	Application Number:	15198903
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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:	6142803568	
Email:	John.Salvage@Wolterskluwer.com	
Correspondent Name:	CT CORPORATION SYSTEM	
Address Line 1:	4400 EASTON COMMONS WAY	
Address Line 2:	SUITE 125	
Address Line 4:	COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	LESLIE KIRSNER	
SIGNATURE:	/Leslie Kirsner/	
DATE SIGNED:	05/15/2017	

PATENT

Total Attachments: 7

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4387694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONFLUENCE OUTDOOR, LLC	02/03/2017
PAPA HANA, LLC	02/03/2017
RECEIVING PARTY DATA	
Name:	ALLY BANK, AS AGENT
Street Address:	300 PARK AVENUE, 4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9511826
Patent Number:	9359055
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	6142803568
Email:	John.Salvage@Wolterskluwer.com
Correspondent Name:	CT CORPORATION SYSTEM
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	LESLIE KIRSNER
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	04/27/2017
Total Attachments: 6	
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RECORDATION FORM COVER SHEET
PATENTS 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)

CONFLUENCE OUTDOOR, LLC
PAPA HANA, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s) 2/3/2017

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Ally Bank, as Agent

Internal Address: _____

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)
See attached Schedule A

B. Patent No.(s)
See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: CT Corporation System

Internal Address: Attn: John Salvage

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3568

Fax Number: _____

Email Address: John.Salvage@wolterskluwer.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)


8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

April 27, 2017

Date

Leslie Kirsner

Name of Person Signing

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

6

SUPPLEMENT TO
PATENT AND TRADEMARK ASSIGNMENTS OF SECURITY

WHEREAS, CONFLUENCE OUTDOOR, LLC, a Delaware limited liability company ("Confluence USA") and PAPA HANA, LLC, a California limited liability company ("Papa Hana") and, together with Confluence USA, each a "Borrower" and, collectively, the "Borrowers", have adopted, used and are using the intellectual property in the attached Schedule A (collectively, the "Patents and Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A;

WHEREAS, Borrowers and CONFLUENCE ACQUISITION, LLC, a Delaware limited liability company ("Parent"), CONFLUENCE OUTDOOR CANADA ULC (formerly known as 0999657 B.C. Unlimited Liability Company), an unlimited liability company established under laws of the province of British Columbia ("Confluence Canada" and, together with Parent, each of Canada a "Guarantor" and, collectively, the "Guarantors") are obligated to ALLY BANK (successor-in-interest to Ally Commercial Finance LLC) ("Ally") and certain lenders (collectively, "Lenders") and Ally as agent for Lenders ("Agent") pursuant to (x) a certain Third Amended and Restated Loan and Security Agreement, dated as of April 18, 2014, among Agent, Lenders, Borrowers and Guarantors and the other credit parties named therein, as amended by (i) that certain Waiver and Amendment No. 1 to Loan Agreement dated as of August 19, 2014, (ii) that certain Consent and Amendment No. 2 to Loan and Security Agreement dated as of December 26, 2014, (iii) that certain Consent, Joinder and Amendment No. 3 to Loan and Security Agreement dated as of December 31, 2014, (iv) that certain Amendment No. 4 to Loan Agreement dated as of January 15, 2015, (v) that certain Amendment No. 5 to Loan and Security Agreement dated as of September 28, 2015, (vi) that certain Waiver and Amendment No. 6 to Loan Agreement dated as of June 29, 2016 and (vii) that certain Waiver, Joinder and Amendment No. 7 to Loan and Security Agreement dated as of the date hereof (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), (y) a certain Amended and Restated Trademark Collateral Security Agreement, dated December 31, 2014, made by Borrowers in favor of Agent for its benefit and the ratable benefit of Lenders (the "Trademark Agreement") and (z) a certain Patent Collateral Security Agreement, dated April 18, 2014, made by Confluence USA in favor of Agent for its benefit and the ratable benefit of Lenders (the "Patent Agreement", and together with the Loan Agreement and the Trademark Agreement, as each agreement may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrowers and Guarantors have granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Patents and Marks, the goodwill of the business symbolized by the Patent and Marks (if applicable), and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrowers do hereby further assign unto Agent for its benefit and for the ratable benefit of Lenders, and further grant to Agent for its benefit and for the ratable benefit of Lenders, a security interest in and to the Patents and Marks, together with the goodwill of the

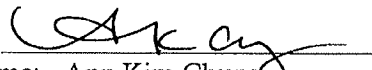
business symbolized by the Patents and Marks (if applicable), and registrations and applications therefor, which assignment and security interest shall further secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

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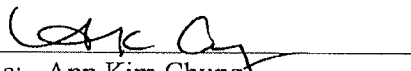
Borrowers expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements and further agree that (i) the Patents and Marks to the extent patents or patent applications shall be deemed part of the "Collateral" under the Patent Agreement and (ii) the Patents and Marks to the extent trademarks shall be deemed part of the "Collateral" under the Trademark Agreement.

Dated: February 3, 2017

CONFLUENCE OUTDOOR, LLC

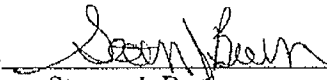
By: 
Name: Ann Kim Chung
Title: Secretary

PAPA HANA, LLC

By: 
Name: Ann Kim Chung
Title: Secretary

Signature Page to Supplement to Patent and Trademark Assignments

ALLY BANK,
as Agent

By: 
Name: Steven Jr Brown
Title: Authorized Signatory

SCHEDULE A

Schedule A to a Supplement to Patent and Trademark Assignments of Security by and among CONFLUENCE OUTDOOR, LLC, PAPA HANA, LLC and ALLY BANK as Agent.

Patents:

	Title	Pat. No.	App. No.	Country	Filing Date	Status
1.	Kayak having reconfigurable center staging	9,511,826	14/689,839	USA	April 17, 2015	Issued
2.	Composite paddles	9,359,055	14/452,174	USA	August 5, 2014	Issued
3.	Elevated Kayak Seat		14/689,824	USA	April 17, 2015	Pending
4.	Watercraft Cart System		14/875,805	USA	October 6, 2015	Pending
5.	Propulsion System for a Watercraft		15/198,903	USA	June 30, 2016	Pending

Trademarks:

	Mark	App. No.	Reg. No.	Country	Filing Date	Status
1.	DURAWEAVE	86022818	4752501	USA	Jun 5, 2012	Registered
2.	Bomb design	86371369	4712481	USA	Aug. 19, 2014	Registered

Schedule A