

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4765100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONFLUENCE OUTDOOR, LLC	01/03/2018
PAPA HANA, LLC	01/03/2018
RECEIVING PARTY DATA	
Name:	ALLY BANK, AS AGENT
Street Address:	300 PARK AVENUE
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	62501145
Application Number:	15664632
Application Number:	15664644
Application Number:	29615098
Patent Number:	9586658
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>	
Email:	james.murray@wolterskluwer.com
Correspondent Name:	JIM MURRAY
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:	01/08/2018
Total Attachments: 7	

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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

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

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

Execution Date(s) 1/3/2018

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

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: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 5

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

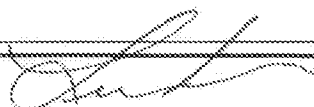
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

January 5, 2018

Date

Leslie Kirsner

Name of Person Signing

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

7

SUPPLEMENT TO
PATENT AND TRADEMARK ASSIGNMENTS OF SECURITY

January 3, 2018

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, (vii) that certain Waiver, Joinder and Amendment No. 7 to Loan and Security Agreement dated as of February 3, 2017 and (viii) that certain Waiver, Consent and Amendment No. 8 to Loan Agreement dated as of January 3, 2018 (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.

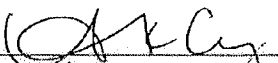
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrowers do hereby further assign unto Agent for its benefit and for the ratable

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.

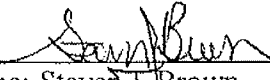
CONFLUENCE OUTDOOR, LLC

By: 
Name: Ann Kim Chung
Title: Secretary

PAPA HANA, LLC

By: 
Name: Ann Kim Chung
Title: Secretary

ALLY BANK,
as Agent

By: 
Name: Steven J. 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
1.	STACKABLE STANDUP PADDLEBOARDS		62/501,145	US	5/4/2017
2.	KAYAK WITH ACCESSORY RECEIVER		15/664,632	US	7/31/2017
3.	WATERCRAFT		15/664,644	US	7/31/2017
4.	FISHING ROD HOLDER		29/615,098	US	8/25/2017
5.	ELEVATED KAYAK SEAT	9586658		US	4/17/2015

Trademarks:

	Mark	App. No.	Reg. No.	Country	Filing Date	Status
1.	BOARDWORKS		4121955	US		Registered
2.	WAKESUP		4415671	US		Registered
3.	SHUBU SHOW UP & BLOW UP		4228872	US		Registered
4.	SHUBU		4121904	US		Registered
5.	BOARDFISHER		3575812	US		Registered
6.	WE LIVE WATER		4712248	US		Registered
7.	Boardworks logo: The mark consists of two ocean waves, one being upside-down and facing the opposite direction of the other wave. Color is not claimed as a feature of the mark		4121954	US		Registered

Schedule A

PATENT
REEL: 045021 FRAME: 0972

8.	THE WORLD'S MOST COMFORTABLE KAYAKS	87/543626	Pending	US	Pending	Pending
9.	WILDY	87/543621	Pending	US	Pending	Pending
10.	CRNT	87/657174	Pending	US	Pending	Pending
11.	FROTH!	87/657182	Pending	US	Pending	Pending

Schedule A