

PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MARKER DEUTSCHLAND GMBH	11/16/2017
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	15184365
Application Number:	15184404
Patent Number:	8181985
Patent Number:	8899611
Patent Number:	9079095
Patent Number:	9138630
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Patent Number:	7618053
Patent Number:	6729640
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DATE SIGNED:	04/23/2018
Total Attachments: 18 source=US Patent Security Agreement - MDV WF#page1.tif source=US Patent Security Agreement - MDV WF#page2.tif source=US Patent Security Agreement - MDV WF#page3.tif source=US Patent Security Agreement - MDV WF#page4.tif source=US Patent Security Agreement - MDV WF#page5.tif source=US Patent Security Agreement - MDV WF#page6.tif source=US Patent Security Agreement - MDV WF#page7.tif source=US Patent Security Agreement - MDV WF#page8.tif source=US Patent Security Agreement - MDV WF#page9.tif source=US Patent Security Agreement - MDV WF#page10.tif source=US Patent Security Agreement - MDV WF#page11.tif source=US Patent Security Agreement - MDV WF#page12.tif source=US Patent Security Agreement - MDV WF#page13.tif source=US Patent Security Agreement - MDV WF#page14.tif source=US Patent Security Agreement - MDV WF#page15.tif source=US Patent Security Agreement - MDV WF#page16.tif source=US Patent Security Agreement - MDV WF#page17.tif source=US Patent Security Agreement - MDV WF#page18.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 16th day of November, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 14, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Lenders party thereto from time to time, Agent, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, and **BMO CAPITAL MARKETS CORP.**, as joint lead arrangers (in such capacity, together with their successors and assigns in such capacity, the "Joint Lead Arrangers") and as joint book runners (in such capacity, together with their successors and assigns in such capacity, the "Joint Book Runners"), **KSKI UK SUB LIMITED**, a company incorporated under the laws of England and Wales with registration number 10810246 ("Parent"), **K2 SPORTS, LLC**, an Indiana limited liability company ("K2 US" and with those additional Persons that become parties thereto as US K2 Borrowers in accordance with the terms thereof, each a "US K2 Borrower", and collectively, jointly and severally, the "US K2 Borrowers"), **MARKER VOLKL USA, INC.**, a New Hampshire corporation ("Marker US" and with those additional Persons that become parties thereto as US MDV Borrowers in accordance with the terms thereof, each a "US MDV Borrower", and collectively, jointly and severally the "US MDV Borrowers"; and together with the US K2 Borrowers, each, a "US Borrower" and collectively, "US Borrowers"), **K2 CORPORATION OF CANADA**, a corporation formed under the laws of Ontario, Canada ("K2 Canada" and with those additional Persons that become parties thereto as Canadian K2 Borrowers in accordance with the terms thereof, each, a "Canadian K2 Borrower" and individually and collectively, jointly and severally, "Canadian K2 Borrowers" and together with those additional Persons that become parties thereto as Canadian MDV Borrowers in accordance with the terms thereof, each, a "Canadian Borrower" and collectively, "Canadian Borrowers"), **K2 SPORTS EUROPE GMBH**, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich with registration number HRB 194276 ("K2 Sports" and "German K2 Borrower"), **VÖLKL SPORTS GMBH & CO. KG**, a limited partnership (*KG*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRA 1103 ("Volkl Germany"), **MARKER VÖLKL (INTERNATIONAL) SALES GMBH**, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRB 10216 ("Marker Germany"), **MARKER DALBELLO VÖLKLSKI GMBH**, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRB 9990 ("Dalbello Germany", together with Marker Germany and Volkl Germany, the "German MDV Borrowers"; German K2 Borrower and German MDV Borrowers, each a "German Borrower" and collectively the "German Borrowers"), **MADSHUS AS**, a private limited liability company incorporated in Norway with organization no. 914 136 296 ("Norwegian Borrower" and, together with US Borrowers, Canadian Borrowers, and German Borrowers, each, a "Borrower" and collectively, "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain IP Pledge Agreement between **MARKER DALBELLO VÖLKL (INTERNATIONAL) GMBH** ("Swiss Grantor") and the Agent dated as of the date hereof (as

amended, restated, supplemented, or otherwise modified from time to time, the “Swiss Security Agreement”), Swiss Grantor has granted to the Agent a security interest in its intellectual property under Swiss law;

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement among Volkl Germany, Dalbello Germany and MARKER DEUTSCHLAND GMBH, (Volkl Germany and Marker Deutschland GmbH, the “German Grantors”) and the Agent dated as of July 20, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “German Security Agreement”, and together with the Swiss Security Agreement, the “Security Agreements”), German Grantors have granted to the Agent a security interest in their intellectual property under German law;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. In addition to those terms defined elsewhere, as used in this Patent Security Agreement, the following terms shall have the following meanings:

(i) “Copyrights” means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

(ii) “Intellectual Property” means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(iii) “Intellectual Property Licenses” means, with respect to any Grantor, (A) any licenses or other similar rights provided to such Grantor in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by such Grantor, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements of such Grantor listed on Schedule 3 to the Amended and Restated Guaranty Agreement dated as of the date hereof among, *inter alia*, Grantors and

the Agent (as amended, restated, supplemented or otherwise modified from time to time) and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender Group's rights under the Loan Documents.

(iv) "Patents" means patents and patent applications, including (A) the patents and patent applications listed on Schedule I, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(v) "Restricted Obligations" has the meaning ascribed to such term in Section 7.

(vi) "Secured Obligations" means each and all of the following: (A) all of the present and future obligations of each of the Loan Parties arising from, or owing under or pursuant to, the Credit Agreement or any of the other Loan Documents, (B) all Bank Product Obligations, and (C) all other Obligations of each Loan Party (including, in the case of each of clauses (A), (B) and (C), Lender Group Expenses and any interest, fees, or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding); provided that, anything to the contrary contained in the foregoing notwithstanding, the Secured Obligations shall exclude any Excluded Swap Obligation and the US Obligations.

(vii) "Swiss Federal Tax Administration" means the tax authorities referred to in article 34 of the Swiss Withholding Tax Act.

(viii) "Swiss Withholding Tax" means any tax imposed under the Swiss Withholding Tax Act.

(ix) "Swiss Withholding Tax Act" means the Swiss Federal Withholding Tax Act of 13 October 1965 (Bundesgesetz über die Verrechnungssteuer), together with the related ordinances, regulations and guidelines, all as amended and applicable from time to time.

(x) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on the Perfection Certificate, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses, to the extent that such Patents and Patent Intellectual Property Licenses are Collateral, to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, to the extent that such Patent and Intellectual Property License are Collateral, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License, to the extent such Patent Intellectual Property License is Collateral.

3. AUTHORIZATION TO FILE FINANCING STATEMENTS. Each Grantor authorizes the filing by Agent of financing or continuation statements, or amendments thereto, and such Grantor will execute and deliver to Agent such other instruments or notices, as Agent may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

4. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement to which it is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Swiss Security Agreement with respect to the Security Interest of the Swiss Grantor, the Swiss Security Agreement shall control. To the extent there is any inconsistency between this Patent Security Agreement and the German Security Agreement with respect to the Security Interest of any German Grantor, the German Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. SWISS LIMITATION ON ENFORCEMENT.

(a) If and to the extent the assignment granted by Swiss Grantor under this Agreement secures obligations other than obligations of one of its direct or indirect subsidiaries (i.e. obligations of Swiss Grantor's direct or indirect parent companies (upstream liabilities) or sister companies (cross-stream liabilities)) (the "**Restricted Obligations**"), and that using the proceeds from the enforcement of such security interest would under Swiss corporate law (inter alia, prohibiting capital repayments or restricting distributions), not be permitted at such time, then such proceeds from the enforcement to be applied towards discharging the Restricted Obligations shall from time to time be limited to the amount permitted to be paid under Swiss corporate law; provided that such limited amount shall at no time be less than Swiss Grantor's distributable capital at the time or times payment under or pursuant to this Agreement or any other Loan Document is requested from Swiss Grantor, and further provided that such limitation (as may apply from time to time or not) shall not (generally or definitively) affect the Assignments granted by Swiss Grantor hereunder in excess thereof, but merely postpone the time of using such proceeds until such times as application towards discharging the Restricted Obligations is again permitted notwithstanding such limitation.

(b) In relation to an enforcement of the security interest in satisfaction of Restricted Obligations, if and to the extent that the proceeds from such enforcement are by law subject to Swiss Withholding Tax, Swiss Grantor shall:

- (i) if and to the extent possible procure to mitigate to the extent possible any Swiss Withholding Tax obligations to be levied on the use of the enforcement proceeds of the security interest, in particular by notification pursuant to applicable law (including double tax treaties) rather than payment of the tax;
- (ii) if the notification procedure pursuant to paragraph (i) above:
 - (1) applies for a part of the Swiss Withholding Tax only, the Administrative Agent undertakes to withhold from the enforcement proceeds of the security interest an amount of Swiss Withholding Tax at the reduced rate resulting after the discharge of part of such tax by notification under applicable law; or
 - (2) is not available, the Administrative Agent undertakes to withhold from the enforcement proceeds of the security interest an amount equivalent to the Swiss Withholding Tax at the rate of 35% (or such other rate as in force from time to time), and subject to any applicable double taxation treaty or any other applicable treaty, that may be due by Swiss Grantor to the Swiss Federal Tax Administration from the enforcement of the security interest by the Administrative Agent under this Agreement,

and forward such amount to the Swiss Federal Tax Administration, in the name and for the account of Swiss Grantor, upon presentation by Swiss Grantor to the Administrative Agent of the relevant form of the Swiss Federal Tax Administration, it being specified that Swiss Grantor shall fill in and prepare the relevant form of the Swiss Federal Tax Administration and submit it to the Administrative Agent for approval, which approval shall not be unreasonably withheld; and

- (iii) in the case of a deduction of Swiss Withholding Tax use its best efforts to ensure that (1) any person other than the Administrative Agent, which is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such

application of proceeds towards discharging Restricted Obligations, will, as soon as possible after such deduction request a refund of the Swiss Withholding Tax under applicable law (including tax treaties), and pay to the Administrative Agent upon receipt any amounts so refunded and (2) if the Administrative Agent is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such application of proceeds towards discharging Restricted Obligations, Swiss Grantor provides the Administrative Agent with those documents that are required by law and applicable tax treaties to be provided by the payer of such tax in order to enable the Administrative Agent to prepare a claim for refund of Swiss Withholding Tax.

(c) If and to the extent that any Swiss Withholding Tax is to be withheld in accordance with paragraph b) above, the Administrative Agent shall be entitled to further enforce any security interest granted by Swiss Grantor under this Agreement and any other Loan Document and/or further apply proceeds therefrom against the Restricted Obligations up to an amount which is equal to that amount which would have been obtained if no withholding of Swiss Withholding Tax was required, whereby such further enforcements shall always be limited to the maximum amount of the freely distributable capital of Swiss Grantor as set out in paragraph a) above.

(d) If and to the extent requested by the Administrative Agent or if and to the extent required under Swiss mandatory law (with regards to restricting distributions) applicable at the relevant time, in order to allow the Administrative Agent to obtain a maximum benefit under this security interest, Swiss Grantor shall, and any parent company of Swiss Grantor shall procure that Swiss Grantor will, promptly implement all such measures and/or promptly procure the fulfilment of all prerequisites allowing the prompt application of the proceeds from the enforcement of the security interest granted under this Agreement and allowing Swiss Grantor to promptly perform its obligations and make the (requested) payment(s) hereunder from time to time, including the following:

- (i) preparation of an up-to-date audited balance sheet of Swiss Grantor;
- (ii) obtain a confirmation of the auditors of Swiss Grantor confirming the maximum amount of the freely distributable capital;
- (iii) approval by a quotaholders' meeting of Swiss Grantor of the (resulting) distribution;
- (iv) to the extent permitted by applicable law write up or realise any of Swiss Grantor's assets that are shown in its balance sheet with a book value that is significantly lower than the market value of the assets, in case of realisation, however, only if such assets are not necessary for Swiss Grantor's business (nicht betriebsnotwendig); and
- (v) all such other measures necessary or useful to allow Swiss Grantor to perform the obligations hereunder with a minimum of limitations.

8. GERMAN ENFORCEMENT LIMITATIONS.

- (a) German Enforcement Limitations – Capital Impairment. The enforcement of any security interest under this Patent Security Agreement granted by any German Grantor that is incorporated under the laws of the Federal Republic of Germany in the form of a German limited liability company (*Gesellschaft mit beschränkter*

Haftung - GmbH) ("German GmbH Grantor") or a limited partnership (*Kommanditgesellschaft*) with a limited liability company as sole general partner (a "German GmbH & Co. KG Grantor", and together with a German GmbH Grantor, for purposes of this Section 8, a "German Grantor") for or in respect of the Secured Obligation of (A) a direct or indirect shareholder of such German Grantor; (B) any affiliate (*verbundenes Unternehmen*) of such German Grantor's direct or indirect shareholder (excluding, for avoidance of doubt, the German Grantor and its Subsidiaries from time to time); or (C) a Subsidiary of such German Grantor if and to the extent the security granted hereunder secures obligations or liabilities (including guarantees or indemnities) of such Subsidiary securing obligations or liabilities of any affiliate (*verbundenes Unternehmen*) of such Subsidiary (other than that German Grantor) that is not a Subsidiary of the German Grantor ("German Up-Stream and/or Cross-Stream Security") shall be limited pursuant to the terms and conditions of the following paragraphs:

(i) The following exceptions shall apply to the limitations set forth in subsection (ii) of this clause (a):

(1) To the extent that the German Up-Stream and/or Cross-Stream Security secures any loan or other financing arrangement under the Credit Agreement (or any part thereof) the proceeds of which were on-lent to the respective German Grantor or any of its Subsidiaries, to the extent such German Up-Stream and/or Cross-Stream Security corresponds to amounts (a) actually received by such German Grantor or any of its Subsidiaries, and (b) not repaid or otherwise returned by the recipient, shall be exempted from the application of the limitations.

(2) To the extent that sentence 1 of § 30 para. 1 of the German Limited Liability Companies Act (*GmbHG*) does not prohibit the enforcement of the German Up-Stream and/or Cross-Stream Security because it does not apply to payments or transactions (*Leistungen*):

A. that are performed where a domination and/or profit and loss transfer agreement within the meaning of § 291 of the German Stock Corporation Act exists (*die bei Bestehen eines Beherrschungs- und / oder Gewinnabführungsvertrags im Sinne von § 291 des Aktiengesetzes erfolgen*) and at the same time the loss compensation claim under the respective domination and/or profit and loss transfer agreement is a fully recoverable loss compensation claim (*Verlustausgleichsanspruch*) pursuant to § 302 AktG vis-à-vis the dominating entity; or

B. that are covered by a fully valuable counter-obligation vis-à-vis the relevant affiliate which claims are secured (*die durch einen vollwertigen Gegenleistungs- oder Rückgewähranspruch gedeckt sind*),

such German Up-Stream and/or Cross-Stream Security shall be exempted from the application of the limitations.

- (3) If according to statutory law or according to case law of the Federal High Court (*Bundesgerichtshof*) it has been established that such limitations are not required to protect the managing directors of the relevant German Grantor (or, in case of a German GmbH & Co. KG Grantor, its general partner) from the risk of personal liability arising from such enforcement of the German Up-Stream and/or Cross-Stream Security.
- (ii) Agent agrees to enforce the German Up-Stream and/or Cross-Stream Security only in accordance with the following provisions:
 - (1) Agent agrees to enforce the German Up-Stream and/or Cross-Stream Security against the relevant German Grantor only to the extent that such enforcement would not:
 - A. result in a negative balance (*Unterbilanz*) of the German Grantor, i.e. reduce the German Grantor's (or, in case of a German GmbH & Co. KG Grantor, its general partner's) net assets (*Nettovermögen*) (the "Net Assets") to an amount less than its stated share capital (*Stammkapital*); or
 - B. if the Net Assets are already in an amount which is less than the stated share capital (*Stammkapital*) of the German Grantor (or, in case of a German GmbH & Co. KG Grantor, its general partner), result in the Net Assets being further reduced (*Vertiefung einer Unterbilanz*) ((1)(A) and (1)(B), together the "Capital Impairment").
 - (2) The Net Assets shall be determined in accordance with the applicable law and the principles of orderly bookkeeping (*Grundsätze ordnungsgemäßer Buchführung*) applying the same accounting principles (*Bilanzierungsgrundsätze*) which have been applied in preparing the latest annual unconsolidated financial statements of the relevant German Grantor (or, in case of a German GmbH & Co. KG Grantor, its general partner).

The calculation of the Net Assets shall take into account the aggregate of all asset items (*Aktivposten*) of the relevant German Grantor (or, in case of a German GmbH & Co. KG Grantor, its general partner) pursuant to § 266 para. 2 A, B, C, D and E of the German Commercial Code (*Handelsgesetzbuch*), less the aggregate of the relevant German Grantor's (or, in case of a German GmbH & Co. KG Grantor, its general partner's) liabilities (*Passivposten*) pursuant to § 266 para. 3 B, C (but, for the avoidance of doubt, disregarding any German Up-Stream and/or Cross-Stream Security), D and E of the German Commercial Code (*Handelsgesetzbuch*)), provided that:

- A. the amount of any increase of the stated share capital (*Stammkapital*) of the relevant German Grantor (or, in case of a German GmbH & Co. KG Grantor, its general partner) after the date of this Patent Security Agreement (or in the case of a German Grantor acceding to this Patent Security Agreement after the date of this Patent Security Agreement, after the date of its accession) without the prior written consent of the Agent shall be deducted from the relevant stated share capital (*Stammkapital*);
 - B. loans and other liabilities which are subordinated pursuant to § 39 para. 1 no. 5 or para. 2 German Insolvency Code (*Insolvenzordnung*) shall be disregarded, but only if and to the extent a waiver of such liabilities by the creditor is not prohibited by the Credit Agreement and would not violate mandatory legal restrictions applicable to the relevant creditor of such liability or to such creditor's directors or officers;
 - C. in case the registered share capital of the relevant German Grantor or, in case of a German GmbH & Co. KG Grantor, its general partner, is not fully paid up, the amount which is not paid up shall be deducted from the relevant registered share capital; and
 - D. loans and other liabilities incurred by the relevant German Grantor in wilful or negligent breach of the provisions of the Credit Agreement shall be disregarded.
- (iii) The limitations set out in (ii) only apply if and to the extent that:
- (1) within 10 Business Days (or such longer period as has been agreed between the Agent and the relevant German Grantor) following receipt of a notice of realization of any German Up-Stream and/or Cross-Stream Security by any German Grantor from the Agent, the managing director(s) on behalf of German Grantor has/have confirmed in writing to the Agent:
 - A. to what extent the respective German Up-Stream and/or Cross-Stream Security constitutes an up-stream or cross-stream security as described above; and
 - B. the amount of the Net Assets of the German Grantor (and, in the case of a German GmbH & Co. KG Grantor, also of such German Grantor's general partner), taking into account the adjustments set forth in (ii), and such confirmation is supported by (i) up-to date pro forma interim financial statements of the relevant German Grantor (and, in the case of a German GmbH & Co. KG Grantor, also of such German Grantor's general partner)

together with (ii) a detailed calculation (satisfactory to the Agent (acting reasonably)) of the amount of the Net Assets of the German Grantor (or, in the case of a German GmbH & Co. KG Grantor its general partner) ("Management Determination");

Based upon the Management Determination, the Agent shall be entitled to enforce the German Up-Stream and/or Cross-Stream Security, in an amount which would, in accordance with the Management Determination, not cause a Capital Impairment on the relevant German Grantor's (and, in the case of a German GmbH & Co. KG Grantor, also of such German Grantor's general partner's) part; and

- (2) if the Agent disputes the accuracy of the Management Determination, within twenty (20) Business Days upon request of the Agent (or such longer period as has been agreed between the Agent and the relevant German Grantor), the Agent receives a determination of the amount of the Net Assets by the relevant German Grantor's Auditors ("Auditor's Determination"). The Auditor's Determination shall be based on the same principles and evaluation methods as applied by the relevant German Grantor in the preparation of its latest annual unconsolidated financial statements. Safe for manifest errors, the calculation of the Auditors' Determination is final and binding upon the parties.
- (iv) If according to the Auditor's Determination the German Up-Stream and/or Cross-Stream Security could have been enforced against the German Grantor in a higher amount based on the Management Determination, the Agent shall be entitled to enforce the German Up-Stream and/or Cross-Stream Security, in an amount which would, in accordance with the Auditor's Determination, not cause a Capital Impairment on the relevant German Grantor's (or, in the case of a German GmbH & Co. KG Grantor, its general partner's) part.
- (v) If according to the Auditor's Determination the German Up-Stream and/or Cross-Stream Security has been enforced against the German Grantor based on the Management Determination in an amount that exceeds the amount that should have been enforced according to the Auditor's Determination, the Agent shall repay to the German Grantor any amount that according to the Auditor's Determination has been enforced in excess (to the extent the Agent has actually obtained such amount from the enforcement of the German Up-Stream and/or Cross-Stream Security) without undue delay upon demand by the relevant German Grantor upon or after delivery of the Auditor's Determination, if such demand is made within three (3) months of delivery of the Auditor's Determination.

If any German Up-Stream and/or Cross-Stream Security was enforced without limitation because the Management Determination was not

delivered within the relevant time period, the Agent shall repay to the German Grantor any amount that according to the Auditor's Determination has been enforced in excess, to the extent the Agent has actually obtained such amount from the enforcement of the German Up-Stream and/or Cross-Stream Security.

- (vi) Provided that this Patent Security Agreement cannot be fully enforced for reasons of a Capital Impairment of the relevant German Grantor (or, in the case of a German GmbH & Co. KG Grantor, its general partner), the relevant German Grantor shall (upon the request of the Agent and to the extent legally permitted) within three months, dispose of all assets included in its balance sheet with a book value (*Buchwert*) that is significantly lower than the market value thereof, or assets that are not recorded at all, provided that the relevant assets are not essential for the business of the German Grantor (*nicht betriebsnotwendiges Vermögen*). Furthermore, the German Grantor shall take any other measures (including the setting-off of claims against receivables payables of questionable value) to allow enforcement under this Patent Security Agreement. After the expiry of the three-month period, the relevant German Grantor shall, within ten (10) Business Days, submit to the Agent an updated Management Determination in relation to the relevant German Grantor (or, in the case of a German GmbH & Co. KG Grantor, its general partner), taking into account such proceeds. Any such updated Management Determination shall supersede that Management Determination previously applicable for the limitations of the enforcement of the German Up-Stream and/or Cross-Stream Security. Upon the Agent's request, any such updated Management Determination shall be confirmed by the relevant German Grantor's Auditors within a period of twenty (20) Business Days following the request and, once confirmed, it shall be superseding as aforementioned to the extent so confirmed.
- (vii) For the avoidance of doubt, no reduction of the amount enforceable under the German Up-Stream and/or Cross-Stream Security in accordance with the above limitations will prejudice the rights of the Agent to continue enforcing the German Up-Stream and/or Cross-Stream Security (subject always to the operation of the limitation set out above at the time of such enforcement) until full satisfaction of the Secured Obligations at a later time.

(b) German Limitations – Liquidity Impairment.

- (i) Subject to paragraph (ii) below, the Agent may not enforce any German Up-Stream and/or Cross-Stream Security if and to the extent such enforcement must directly result in the inability of the relevant German Grantor (or, in the case of a German GmbH & Co. KG Grantor, its general partner) to pay its debts as they fall due within the meaning of § 17 of the German Insolvency Code (*Insolvenzordnung*) (*zur Zahlungsunfähigkeit führen musste*) and thereby would cause a violation of § 64 sentence 3 GmbHG (a "Liquidity Impairment").

- (ii) The restrictions in paragraph (i) above shall only apply if the relevant German Grantor delivers to the Agent:
- (1) within ten (10) Business Days following notice of enforcement by the Agent of any Up-Stream and/or Cross-Stream Security a liquidity status as at the most recent calendar month end and a liquidity forecast ("Liquidity Forecast") for the next thirteen (13) weeks together with a payment schedule showing at which times and to which extent the Agent shall be able to enforce the Up-Stream and/or Cross-Stream Security under this Patent Security Agreement without causing a Liquidity Impairment;
 - (2) within twenty (20) Business Days (or such longer period as has been agreed between the Agent and the relevant German Grantor) upon request by the Agent (acting reasonably), a confirmation by the relevant German Grantor's Auditors of the correctness of the relevant Liquidity Forecast, provided that the Agent may make such request only within fifteen (15) Business Days of receipt of the relevant Liquidity Forecast;
 - (3) within ten (10) Business Days following notice of enforcement by the Agent of any Up-Stream and/or Cross-Stream Security
 - A. a determination in reasonable detail of its liquidity status as at the most recent calendar month end; and
 - B. calculations in reasonable detail as to the extent of the Up-Stream and/or Cross-Stream Security which may be enforced pursuant to paragraph (i) above;
 - (4) the relevant German Grantor:
 - A. promptly takes all actions or steps permitted by law and under the Credit Agreement and practicable, to increase its liquidity or to otherwise enable the enforcement of the Up-Stream and/or Cross-Stream Security without causing a Liquidity Impairment; and
 - B. promptly delivers to Agent such further Liquidity Forecast and/or payment schedules as may be reasonably requested by the Agent; and
 - (5) the managing directors of the relevant German Grantor have properly reviewed and assessed the financial condition of the German Grantor and its affiliates prior to entry into the German Up-Stream and/or Cross-Stream Security and have determined on that basis that the enforcement of the German Up-Stream and/or Cross-Stream Security is unlikely.

9. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate

counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

10. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

11. MDV Intercreditor Agreement. The liens and security interests securing the Secured Obligations as evidenced hereby are subject to the provisions of the MDV Intercreditor Agreement. In the event of any conflict between the terms of the MDV Intercreditor Agreement and the terms of this agreement, the terms of the MDV Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MARKER DALBELLO VÖLKL
(INTERNATIONAL) GMBH, a company
organized in Switzerland

By: 

Name:

Dr. Christoph Brander

Title:

Managing Director

VÖLKL SPORTS GMBH & CO. KG, a
company organized in Germany

By: 

Name:

Dr. Christoph Brander

Title:

Managing Director

MARKER DEUTSCHLAND GMBH, a
company organized in Germany

By: 

Name:

Dr. Christoph Brander

Title:

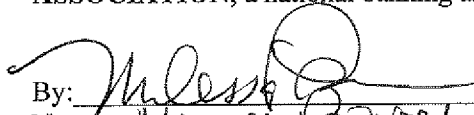
Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 
Name: MELISSA PROVOST
Its Authorized Signatory

[SIGNATURE PAGE TO MDV US PATENT SECURITY AGREEMENT]

PATENT
REEL: 045610 FRAME: 0248

Patents – VÖLKL Sports GmbH & Co. KG

File No.	Title	Country	Filing Date	Filing No.	Priority of	Division of CIP of	Publication No.	Publication Date	Used for	Expiry date
VSp-2/US V/pa 20.122	Dio.	U.S.A.	May 25, 2001		DE 100 28 188,5 from June 09, 2000 DE 100 57 904,3 from Nov. 21, 2000 DE 100 62 884,2 from Dec. 12, 2000		US 6,641,162 B1	Nov. 4, 2003		May 25, 2021
VSp-7/US V/PA21.911	Dio.	U.S.A.	Sept. 17, 2004	10/943,009	DE 203 14 511,9 from Sept. 19, 2004 DE 203 16 290,0 from Oct. 21, 2003		US 7,500,691 B1	March 10, 2009		Sept. 17, 2024
VSp-15/US V/PA27.362	Katana V-Works	U.S.A.	Jan. 06, 2014		DE 10 2013 100 110,6 from Jan. 08, 2013		US 2014/0191495 A1	Juky 10, 2014		

Grantor	Country	Patent	Application	Patent No.
VOLKL Sports GmbH & Co. KG	U.S.	SNOW GLIDE BOARD	14/147,948	9,180,358

VÖLKL Patents – Marker Dalbello Völkl (International) GmbH

File No.	Title	Country	Filing Date	Filing No.	Priority of	Division of CIP of	Publication No.	Publication Date	Used for	P.	Expiry date
MVI-1/US V/pa 22.228	Dio.	U.S.A.	March 30, 2005	11/092,860	DE 10 2004 015 750.2 from March 31, 2004 (VSp-9/DE)		US 2005/218628 A1	Oct. 06, 2005			* withdrawn 06-07
MVI-3/US V/pa 22.348	Dio.	U.S.A.	July 01, 2005	11/171,203	DE 10 2004 032 386.0 from July 02, 2004 (VSp-13/DE)		US 2006/0001237 A1 US 7,290,784 B2	Jan. 05, 2006 Nov. 06, 2007			01.07.2025
MVI-10/US M/pa 23.128	Dio.	U.S.A.	Nov. 16, 2006	11/600,023	DE 10 2005 054 985.3 from Nov. 16, 2005		US				* 12/2012 Withdrawn Nov. 2026
MVI-10/US-1 M/pa 23.128/1	Dio.	U.S.A.	Apr. 14, 2011	13/086,465		US 11/600,023	US				
MVI-11/US M/pa 23.143	Dio.	U.S.A.	Nov. 17, 2006	11/600,866	DE 20 2005 018 187.0 from Nov. 18, 2005 DE 20 2006 003 785.3 from March 08, 2006 DE 10 2006 031 670.3 from July 08, 2006 DE 10 2006 034 227.5 from July 25, 2006		US 7,540,525 B2	June 02, 2009			17.11.2026
MVI-15/US M/p 24.429	dio.	U.S.A.	Dec. 05, 2008	12/314,243	DE 10 2007 059 228.2 from Dec. 07, 2007		US 2009/0146395 A1	June 11, 2009			Dec. 2028
MVI-16/US M/pa 24.844	dio.	U.S.A.	July 22, 2009	12/58793	DE 10 2008 034 293.9 from July 22, 2008		US 2010/0025966 A1	Feb. 04, 2010			* 09/2013 withdrawal
MVI-17/US M/p 24.846	dio.	U.S.A.			DE 10 2008 036 390.1 from Aug. 05, 2008		US 2010/0052291 A1 US 8,297,640 B2	Mar. 04, 2010 Oct. 30, 2012			

Grantor	Country	Patent	Application	Patent No.
Marker Dalbello Völkl (International) GmbH	U.S.	SNOW-SKI BOARD	12/461,265	8,297,640

PATENT

Patents for Marker Deutschland GmbH

Country	Filing Date	Filing No.	Priority of	Division of / CIP of	Publication No.	Publication Date	Patent No.	Grant of Patent
US	11/24/2006	12/094932	25.11.2005 DE102005056526		US20080309053A1	12/18/2008	US8181985B2	5/22/2012
US	5/31/2013	13/906927	01.06.2012 DE102012209339.7		US20130334795A1	12/19/2013	US8899611B2	12/2/2014
US	2/3/2014	14/170698	01.02.2013 DE102013201717.8		US20140217704A1	8/7/2014	US9079095B2	7/14/2015
US	2/3/2014	14/170703	01.02.2013 DE102013201727.8		US20140217703A1	8/7/2014	US9138630B2	9/22/2015
US	6/29/2015	14/753170	01.02.2013 DE102013201727.8	US14/170703	US20150297974A1	10/22/2015	US9457259B2	10/4/2016
US	6/16/2016	15/184365	13.01.2015 EP16151151.4		US2017196299A1	7/13/2017		
US	6/16/2016	15/184404	13.01.2016 EP16151150.6		US2017196298A1	7/13/2017		

Grantor	Country	Patent	Application	Patent No.
MARKER DEUTSCHLAND GMBH	PCT	SC with hydraulic pressure intensifier	PCT/DE00/02582	
MARKER DEUTSCHLAND GMBH	U.S.	SKI BOOT SOLE, DISENGAGEABLE SKI BINDING AND SKI BOOT BASE, AND COMBINATION THEREOF	11/515,999	7,618,053

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PATENT

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RECORDED: 04/23/2018