

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5610499

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
WHITE RIVER MARINE GROUP, LLC		07/08/2019
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
Street Address:	10 S. DEARBORN, FLOOR L-2	
Internal Address:	CB COLLATERAL SERVICES	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Patent Number:	D499049	
Patent Number:	D495977	
Patent Number:	D496307	
Patent Number:	D524706	
Patent Number:	7219914	
Patent Number:	7107927	
Patent Number:	7125032	
Patent Number:	7837215	
Patent Number:	9120550	
Patent Number:	9533749	
Patent Number:	6415733	
Patent Number:	6880480	
Patent Number:	7121218	
Patent Number:	D516005	
Patent Number:	5975002	
Patent Number:	6109200	
Patent Number:	D506270	
Application Number:	15376645	
Application Number:	15094964	

CORRESPONDENCE DATA**Fax Number:** (312)993-9767

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: 312-993-2622**Email:** gayle.grocke@lw.com**Correspondent Name:** LATHAM & WATKINS LLP**Address Line 1:** 330 N. WABASH AVENUE**Address Line 2:** SUITE 2800**Address Line 4:** CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	037494-0081
NAME OF SUBMITTER:	GAYLE D GROCKE
SIGNATURE:	/gdg/
DATE SIGNED:	07/10/2019

Total Attachments: 5

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**PATENT SECURITY AGREEMENT
(First Supplemental Filing)**

This PATENT SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING) is dated as of July 8, 2019, by White River Marine Group, LLC, formerly known as Tracker Marine, L.L.C. (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., successor in interest to Bank of America, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Term Loan Guarantee and Collateral Agreement dated as of September 25, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement (First Supplemental Filing).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

- (a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I;
- (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement (First Supplemental Filing) is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement (First Supplemental Filing) is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Patent Security Agreement (First Supplemental Filing) has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents record this Patent Security Agreement (First Supplemental Filing).

SECTION 5. Counterparts. This Patent Security Agreement (First Supplemental Filing) may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement (First Supplemental Filing) by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING) AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]

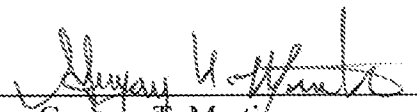
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement (First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

WHITE RIVER MARINE GROUP, LLC,
as a Grantor

By: Larry K. Wilcher
Name: Larry K. Wilcher
Title: Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Gregory F. Martin
Title: Authorized Signer

[Signature Page to Supplemental Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
(First Supplemental Filing)

PATENTS AND PATENT APPLICATIONS

U.S. PATENTS				
APP NO.	PAT. NO.	PUB. NO.	TITLE	RECORD OWNER
29181872	D499049		TRAILER STEP	WHITE RIVER MARINE GROUP, LLC
29181908	D495977		SET OF TRAILER STEPS	WHITE RIVER MARINE GROUP, LLC
29181967	D496307		SET OF TRAILER STEPS	WHITE RIVER MARINE GROUP, LLC
29185672	D524706		BOAT CONSOLE	WHITE RIVER MARINE GROUP, LLC
10827999	7219914	20040262882	TRAILER JACK AND METHOD	WHITE RIVER MARINE GROUP, LLC
10976172	7107927	20060090688	FOLDING DECK	WHITE RIVER MARINE GROUP, LLC
11039073	7125032	20050218625	POLYUREA COATED TRAILER	WHITE RIVER MARINE GROUP, LLC
11543407	7837215	20070024025	POLYUREA COATED TRAILER	WHITE RIVER MARINE GROUP, LLC
13915171	9120550	20140360421	VENTED STORAGE FOR BOAT	WHITE RIVER MARINE GROUP, LLC
14816407	9533749	20160159449	VENTED STORAGE FOR BOAT	WHITE RIVER MARINE GROUP, LLC
15376645		20170088246	VENTED STORAGE FOR BOAT	WHITE RIVER MARINE GROUP, LLC
09633531	6415733		INTEGRATED FISH LANDING NET STORAGE COMPARTMENT	WHITE RIVER MARINE GROUP, LLC
10193610	6880480	20030234193	TACKLE ORGANIZER	WHITE RIVER MARINE GROUP, LLC
10976345	7121218	20060090682	FRONT CONVERSION DECK FOR A BOAT	WHITE RIVER MARINE GROUP, LLC
29181907	D516005		BOAT SEAT	WHITE RIVER MARINE GROUP, LLC
08900227	5975002		STORAGE SYSTEM FOR MARINE CRAFT	WHITE RIVER MARINE GROUP, LLC
09338201	6109200		RETRACTABLE HANDLE FOR MARINE CRAFT	WHITE RIVER MARINE GROUP, LLC
29207960	D506270		LADDER FOOT	WHITE RIVER MARINE GROUP, LLC
15094964		20160297346	TRAILER LATCH FOR BOAT MOTOR SUPPORT	WHITE RIVER MARINE GROUP, LLC