

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8036398

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------------|----------------|
| K2 SPORTS, LLC | 06/30/2023 |
| BACKCOUNTRY ACCESS, INC. | 06/30/2023 |
| MADSHUS AS | 06/30/2023 |
| MARKER DEUTSCHLAND GMBH | 06/30/2023 |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | ARES AGENT SERVICES, L.P., AS COLLATERAL AGENT |
| Street Address: | 245 PARK AVENUE |
| Internal Address: | 44TH FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10167 |

PROPERTY NUMBERS Total: 22

| Property Type | Number |
|----------------|----------|
| Patent Number: | 9079095 |
| Patent Number: | 8181985 |
| Patent Number: | 9138630 |
| Patent Number: | 8960711 |
| Patent Number: | 11033067 |
| Patent Number: | 10682564 |
| Patent Number: | 10391383 |
| Patent Number: | 10757998 |
| Patent Number: | 11154764 |
| Patent Number: | 11173381 |
| Patent Number: | 10857445 |
| Patent Number: | 9326563 |
| Patent Number: | 9457259 |
| Patent Number: | 10172411 |
| Patent Number: | 9265300 |
| Patent Number: | 10455889 |

PATENT

| Property Type | Number |
|----------------|---------|
| Patent Number: | 7878141 |
| Patent Number: | 7984921 |
| Patent Number: | 8460505 |
| Patent Number: | 8910967 |
| Patent Number: | 9199156 |
| Patent Number: | 9776065 |

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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: 6175269600

Email: JAdamo@proskauer.com, adefalco@proskauer.com

Correspondent Name: PROSKAUER

Address Line 1: ONE INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02210-2600

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 11668.623 |
| NAME OF SUBMITTER: | JENEEN ADAMO |
| SIGNATURE: | /Jeneen M. Adamo/ |
| DATE SIGNED: | 06/30/2023 |

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 30th day of June, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and ARES AGENT SERVICES, L.P., a Delaware limited partnership (“Ares”), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Lenders party thereto from time to time, Ares, as Collateral Agent and as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), ARES CAPITAL MANAGEMENT LLC, as lead arranger and book runner, KSKI UK HOLDCO LTD, a limited liability company incorporated under the laws of England and Wales with registration number 10809595 (“Holdings”), KSKI UK SUB LIMITED, a limited liability company incorporated under the laws of England and Wales with registration number 10810246 (“Intermediate Parent”) and KSKI HOLDINGS 2, INC., a Delaware corporation (the “Borrower”), the Secured Parties have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of June 30, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit the Secured Parties, to secure the 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. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantors, or any of them, to Collateral Agent and the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of a proceeding under any Debtor Relief Law involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Patent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. 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 Collateral Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE

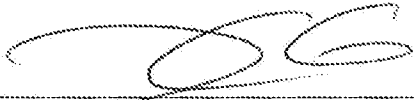
PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

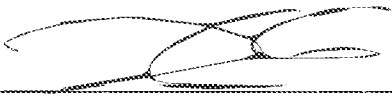
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS :


K2 SPORTS, LLC

By: 
Name: John Colonna
Title: Chief Executive Officer & President

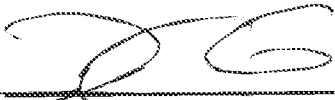
BACKCOUNTRY ACCESS, INC.

By: 
Name: John Colonna
Title: Chief Executive Officer

MADSHUS AS

By 
Name: John Colonna
Title: Chairman and attorney-in-fact

MARKER DEUTSCHLAND GMBH

By 
Name: John Colonna
Title: Managing Director

By: _____
Name: Jason Tobak
Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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:

K2 SPORTS, LLC

By: _____
Name: John Colonna
Title: Chief Executive Officer & President

BACKCOUNTRY ACCESS, INC.

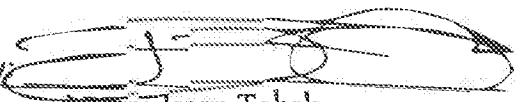
By: _____
Name: John Colonna
Title: Chief Executive Officer

MADSHUS AS

By: _____
Name: John Colonna
Title: Chairman and attorney-in-fact

MARKER DEUTSCHLAND GMBH

By: _____
Name: John Colonna
Title: Managing Director

By:  _____
Name: Jason Tobak
Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ARES AGENT SERVICES, L.P., a Delaware
limited partnership

By: Ares Agent Services GP LLC, its General
Partner

By: 
Name: _____ Mark Affolter _____
Title: Authorized Signatory _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 064129 FRAME: 0140

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

| Grantor | Country | Patent | Application/ Patent No. | Filing Date |
|--------------------------|----------------|--|------------------------------------|--------------------|
| Marker Deutschland Gmbh | United States | Heel retainer with roller-shaped sole retainer | 9079095 | 2/3/2014 |
| Marker Deutschland Gmbh | United States | Ski binding | 8181985 | 11/24/2006 |
| Marker Deutschland Gmbh | United States | Heel retainer with auxiliary lever | 9138630 | 2/3/2014 |
| K2 Sports, LLC | United States | Ski boot | 8960711 | 12/9/2011 |
| Marker Deutschland Gmbh | United States | Bearing structure with a pronounced upward arch | 11033067 | 6/16/2016 |
| Marker Deutschland Gmbh | United States | Ultralight front jaw | 10682564 | 7/12/2019 |
| Marker Deutschland Gmbh | United States | Ultralight front jaw | 10391383 | 9/7/2018 |
| Marker Deutschland Gmbh | United States | Children's ski boot with improved walking function | 10757998 | 3/16/2018 |
| Marker Deutschland Gmbh | United States | Brake device | 11154764 | 3/26/2020 |
| Marker Deutschland Gmbh | United States | Front jaw | 11173381 | 10/14/2019 |
| K2 Sports, LLC | United States | Ski with composite structure having arcuate fibers | 10857445 | 4/29/2019 |
| K2 Sports, LLC | United States | Base for a ski boot and ski boot incorporating such a base | 9326563 | 10/26/2012 |
| Marker Deutschland Gmbh | United States | Heel retainer with auxiliary lever | 9457259 | 6/29/2015 |
| K2 Sports, LLC | United States | Base for a ski boot and ski boot incorporating such a base | 10172411 | 7/14/2017 |
| K2 Sports, LLC | United States | Base for a ski boot and ski boot incorporating such a base | 9265300 | 10/26/2012 |
| Marker Deutschland Gmbh | United States | Ski boot | 10455889 | 6/16/2016 |
| Backcountry Access, Inc. | United States | Airbag system for use in an avalanche | 7878141 | 1/21/2009 |
| Madshus AS | United States | Ski with binding assembly aid, | 7984921 | 11/19/2003 |

| | | | | |
|------------|---------------|--|---------|-----------|
| | | method for production of such a ski and corresponding assembly aid | | |
| Madshus AS | United States | Ski having a mounting aid for a binding, process for the manufacture of such a ski, and corresponding mounting aid | 8460505 | 7/20/2011 |
| Madshus AS | United States | Ski binding | 8910967 | 10/4/2011 |
| Madshus AS | United States | Ski having a mounting aid for a binding, process for the manufacture of such a ski, and corresponding mounting aid | 9199156 | 5/16/2013 |
| Madshus AS | United States | Ski, or similar device for sliding on snow, having a mounting aid for a binding | 9776065 | 1/10/2005 |

Patent Licenses

1. Non-Exclusive Patent License Agreement of K2 "Highback" Snowboard Boot Technology to Heelside, between K2 Corporation and Heelside Inc.
2. Snowboard Boot Patent License Agreement, dated September 2000, between Salomon S.A. and K-2 Corporation