

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412247

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kwik Tek Inc.		01/13/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	103 Foulk Road, Suite 213		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	2390409	A	
Registration Number:	4517438	ADJUST-A-GRIP	
Registration Number:	2764515	AIRHEAD	
Registration Number:	4726470	AIRHEAD SUP	
Registration Number:	5054722	AIRLIFT	
Registration Number:	3256993	AQUA ZOOKA	
Registration Number:	4474848	AQUA-ZOOKA DOUBLE SHOT!	
Registration Number:	2663359	BIG SHOT	
Registration Number:	2709391	BLAST	
Registration Number:	4897427	BOOSTER	
Registration Number:	4474850	CANTINA LOUNGE	
Registration Number:	4719426	COMFORT FLEX	
Registration Number:	2774144	DRY PAK	
Registration Number:	4797815	EZ UP	
Registration Number:	4797971	FLIPOUT	
Registration Number:	2681222	G-FORCE	
Registration Number:	2633717	HOT DOG	
Registration Number:	5058516	JUSTA TUBE	
Registration Number:	2884038	RIP	

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Property Type	Number	Word Mark
Registration Number:	4340906	RUSH
Registration Number:	3654063	SCOOTR LOGIC
Registration Number:	4084609	SHERPA
Registration Number:	4204874	S SHERPA SNOWSHOES
Serial Number:	87144854	SHRED
Registration Number:	2625288	SLASH
Registration Number:	2628437	SLICE
Registration Number:	2693411	SLIDE
Registration Number:	4239317	SLIP NOTS
Registration Number:	4059307	SPORTSSTUFF
Registration Number:	3259302	SPORTSSTUFF
Registration Number:	4460375	STABILIZER
Registration Number:	4408958	STORM
Serial Number:	87144504	STOMP
Registration Number:	5054695	SUN COMFORT
Registration Number:	4246918	SYNERGY SPORTZ
Serial Number:	86822070	THE ISUP ADVANTAGE!
Registration Number:	4498190	TRAINING WHEELS
Serial Number:	86822079	TRAVEL PADDLE STORE
Registration Number:	2681241	TURBO BLAST
Registration Number:	4643472	YUKON CHARLIE'S
Registration Number:	2963785	YUKON CHARLIE'S
Registration Number:	2993866	YUKON CHARLIE'S

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.091

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 01/13/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(Kwik Tek Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between Kwik Tek Inc., a Colorado corporation (the "Debtor"), and LBC Credit Agency Services, LLC, in its capacity as Agent (the "Secured Party"), and is executed pursuant to that certain Credit Agreement, dated concurrently herewith, among the Debtor, the other Loan Parties (as defined in the Credit Agreement) party thereto, and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

Recitals:

In accordance with the terms of the Credit Agreement, pursuant to that certain Pledge and Security Agreement, dated concurrently herewith, between the Debtor, the other Loan Parties and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a)

being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence where the Debtor grants to another, or another grants to the Debtor, any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1 annexed hereto, any Trademark License of any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 13th day of January, 2017.

DEBTOR:

KWIK TEK INC.

By: _____

Name: Aaron F. Kramer

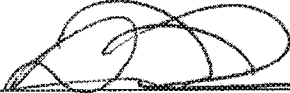
Title: President

Signature Page Trademark Security Agreement

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SECURED PARTY:

LBC CREDIT AGENCY SERVICES, LLC

By: 
Name: David E. Fraimow
Title: Senior Vice President

**Schedule 1
to
Trademark Security Agreement**

Trademarks

Trademark	Status	Serial No.	Reg. No.	Issue Date	Expiry Date	Class
A + DESIGN	Live	75602694	2390409	12/10/98	09/26/00	KT
ADJUST-A-GRIP	Live	86029215	4517438	08/05/13	04/22/14	KT
AIRHEAD	Live	75602693	2764515	12/10/98	09/16/03	KT
AIRHEAD SUP	Live	86263398	4726470	04/25/14	04/28/15	KT
AIRLIFT	Live	86950476	5054722	03/23/16	10/04/16	KT
AQUA ZOOKA	Live	78616477	3256993	04/25/05	06/26/07	KT
AQUA-ZOOKA DOUBLE SHOT!	Live	85961579	4474848	06/07/13	01/28/14	KT
BIG SHOT	Live	78099945	2663359	12/26/01	12/17/02	KT
BLAST	Live	78097356	2709391	12/08/01	04/22/03	KT
BOOSTER	Live	86510259	4897427	01/21/15	02/09/16	KT
CANTINA LOUNGE	Live	85961613	4474850	06/17/13	01/28/14	KT
COMFORT FLEX	Live	86343387	4719426	07/21/14	04/14/15	KT
DRYPAK	Live	78118443	2774144	03/29/02	10/14/03	KT
EZ UP	Live	86263455	4797815	04/25/14	08/25/15	KT
FLIPOUT	Live	86315066	4797971	06/19/14	08/25/15	KT
G-FORCE	Live	78097366	2681222	12/08/01	01/28/03	KT
HOT DOG	Live	78099933	2633717	12/26/01	10/08/02	KT
JUSTA TUBE	Live	86921256	5058516	02/26/16	10/11/16	KT
RIP	Live	78099951	2884038	12/26/01	09/14/04	KT
RUSH	Live	85561991	4340906	03/06/12	05/28/13	KT
SCOOTR LOGIC	Live	77634292	3654063	12/16/08	07/14/09	KT
SHERPA	Live	85069442	4084609	06/23/10	01/10/12	KT
S SHERPA SNOWSHOES + DESIGN	Live	85461587	4204874	11/01/11	09/11/12	KT
SHRED	Pending	87144854		08/19/16		KT
SLASH	Live	78099950	2625288	12/26/01	09/24/02	KT
SLICE	Live	78097364	2628437	12/08/01	10/01/02	KT
SLIDE	Live	78099954	2693411	03/06/12	03/04/03	KT
SLIP NOTS	Live	85548634	4239317	02/21/12	11/06/12	KT
SPORTSSTUFF	Live	85268897	4059307	03/16/11	11/22/11	KT
SPORTSSTUFF + DESIGN	Live	78638263	3259302	05/26/05	07/03/07	KT
STABILIZER	Live	86064732	4460375	09/13/13	12/31/13	KT
STORM	Live	78097359	4408958	12/08/01	10/01/13	KT
STOMP	Pending	87144504		08/19/16		KT
SUN COMFORT	Live	86932471	5054695	03/08/16	10/04/16	KT
SYNERGY SPORTZ	Live	85380715	4246918	07/26/11	11/20/12	KT
THE ISUP ADVANTAGE!	Abandoned	86822070		11/16/15		KT
TRAINING WHEELS	Live	86064710	4498190	09/13/13	03/18/14	KT
TRAVEL PADDLE STORE	Pending	86822079		11/16/15		KT
TURBO BLAST	Live	78099942	2681241	12/26/01	01/28/03	KT
YUKON CHARLIE'S + DESIGN	Live	86061665	4643472	09/11/13	11/25/14	KT

¹ KT = Kwik Tek Inc.

Mark	Status	Serial No.	Registration No.	Issue Date	Expiration Date	Class
YUKON CHARLIE'S	Live	76587518	2963785	04/19/04	06/28/05	KT
YUKON CHARLIE'S	Live	76587516	2993866	04/19/04	09/13/05	KT

Signature Page Trademark Security Agreement

RECORDED: 01/13/2017

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