

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525754

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International E-Z Up, Inc.		05/31/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 East Lancaster Avenue		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	87355930	SCREEN CUBE	
Serial Number:	87355922	CAMPING CUBE	
Registration Number:	5334393	VANTAGE	
Registration Number:	5322148	ENDEAVOR	
Registration Number:	5296395	WIDE-TRAX	
Registration Number:	5181003	E-Z UP	
Registration Number:	5076312	WORLD'S FASTEST SHELTERS	
Registration Number:	5067000	E-Z UP	
Registration Number:	5011283	E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL	
Registration Number:	4855240	AERO DOME	
Registration Number:	4921789	HI-VIZ	
Registration Number:	4643659	E-Z UP ORIGINAL SINCE 1983	
Registration Number:	3383044	DURA LON	
Registration Number:	3978510	EXPRESSII	
Registration Number:	3769829	DOME	
Registration Number:	3768485	EMBASSY II	
Registration Number:	3761690	SIERRA II	
Registration Number:	3642459	REGENCY	
Registration Number:	3811252	CRAFT DOME	

OP \$790.00 87355930

Property Type	Number	Word Mark
Registration Number:	4368752	AMBASSADOR
Registration Number:	2455538	ESCORT
Registration Number:	2457377	ESCORT
Registration Number:	2460442	SPEED SHELTER
Registration Number:	2428966	BUNGALOW
Registration Number:	1994970	E-Z UP
Registration Number:	1992874	E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL
Registration Number:	1803282	INSTANT SHELTER
Registration Number:	1901785	AUTO-SLIDER
Registration Number:	1901784	AUTO-PEAK
Registration Number:	1886066	ORIGINAL SHADE
Registration Number:	1908477	WORLD'S FASTEST SHELTERS

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.143
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	05/31/2019

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this May 31, 2019, by and between INTERNATIONAL E-Z UP, INC., a California corporation ("Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, certain affiliates of the Grantors party thereto as Borrowers (the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this 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, 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark intellectual property licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license.

3. SECURITY FOR OBLIGATIONS. This 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 Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration pursuant to Section 4.1(h) of the Credit Agreement. Without limiting Grantor's obligations under this Section and during the continuance of an Event of Default, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of each Grantor except any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this 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.

6. COUNTERPARTS. This 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 Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). EACH GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER FINANCING DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. EACH GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. NOTHING IN THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE OTHER FINANCING DOCUMENTS AGAINST ANY CREDIT PARTY, OR ANY OF ITS PROPERTY, IN THE COURTS OF ANY JURISDICTION. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH GRANTOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. EACH GRANTOR, AGENT AND EACH LENDER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH BORROWER, AGENT AND EACH LENDER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH BORROWER, AGENT AND EACH LENDER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, mutatis mutandi.

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

GRANTOR:

INTERNATIONAL E-Z UP, INC.

By: 

Name: Gregg Lee

Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**LBC CREDIT AGENCY SERVICES, LLC, as
Agent**

By: 

Name: David E. Fraimow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
SCREEN CUBE	87355930	Pending application filed 3/2/17	N/A	N/A	International E-Z Up, Inc.
CAMPING CUBE	87355922	Pending application filed 3/2/17	N/A	N/A	International E-Z Up, Inc.
VANTAGE	87405939	Registered	5334393	11/14/17	International E-Z Up, Inc.
ENDEAVOR	87363995	Registered	5322148	10/31/17	International E-Z Up, Inc.
WIDE-TRAX	87363998	Registered	5296395	9/26/17	International E-Z Up, Inc.
E-Z UP	87154303	Registered	5181003	4/11/17	International E-Z Up, Inc.
WORLD'S FASTEST SHELTERS	86740526	Registered	5076312	11/8/16	International E-Z Up, Inc.
E-Z UP	86740494	Registered	5067000	10/25/16	International E-Z Up, Inc.
E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL SHADE	86740716	Registered	5011283	8/2/16	International E-Z Up, Inc.
AERO DOME	86592097	Registered	4855240	11/17/15	International E-Z Up, Inc.
HI-VIZ	86590930	Registered	4921789	3/22/16	International E-Z Up, Inc.
E-Z UP ORIGINAL SINCE 1983	86092082	Registered	4643659	11/25/14	International E-Z Up, Inc.
DURA LON	78770253	Registered	3383044	2/12/08	International E-Z Up, Inc.
EXPRESSII	77551011	Registered	3978510	6/14/11	International E-Z Up, Inc.
DOME	77551005	Registered	3769829	4/6/10	International E-Z Up, Inc.
EMBASSY II	77551016	Registered	3768485	3/30/10	International E-Z Up, Inc.
SIERRA II	77551018	Registered	3761690	3/16/10	International E-Z Up, Inc.

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
REGENCY	77551034	Registered	3642459	6/23/09	International E-Z Up, Inc.
CRAFT DOME	77077942	Registered	3811252	6/29/10	International E-Z Up, Inc.
AMBASSADOR	77432022	Registered	4368752	7/16/13	International E-Z Up, Inc.
ESCORT	76084271	Registered	2455538	5/29/01	International E-Z Up, Inc.
ESCORT	76084263	Registered	2457377	6/5/11	International E-Z Up, Inc.
SPEED SHELTER	75829754	Registered	2460442	6/12/01	International E-Z Up, Inc.
BUNGALOW	75808174	Registered	2428966	2/13/01	International E-Z Up, Inc.
E-Z UP	74671544	Registered	1994970	8/20/96	International E-Z Up, Inc.
E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL SHADE	74668615	Registered	1992874	8/13/96	International E-Z Up, Inc.
INSTANT SHELTER	74364085	Registered	1803282	11/9/93	International E-Z Up, Inc.
AUTO-SLIDER	74364087	Registered	1901785	6/27/95	International E-Z Up, Inc.
AUTO-PEAK	74364086	Registered	1901784	6/27/95	International E-Z Up, Inc.
ORIGINAL SHADE	74435870	Registered	1886066	3/28/95	International EZ Up, Inc.
WORLD'S FASTEST SHELTERS	74435871	Registered	1908477	8/1/95	International EZ Up, Inc.

TRADEMARK

REEL: 006658 FRAME: 0041

RECORDED: 05/31/2019