

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700307

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|-----------------------------------|-----------------------|---|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KWIK TEK INC. | | 12/01/2021 | Corporation: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | MUZINICH BDC, INC. | | |
| Street Address: | 450 Park Avenue | | |
| Internal Address: | 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 47 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90808691 | YUKON CHARLIE'S | |
| Serial Number: | 90808708 | | |
| Serial Number: | 90403677 | | |
| Serial Number: | 90271357 | YUKON CHARLIE'S | |
| Serial Number: | 97076715 | FLOAT ON | |
| Serial Number: | 97076647 | FLOAT ON | |
| Registration Number: | 4726470 | AIRHEAD SUP | |
| Registration Number: | 4797971 | FLIPOUT | |
| Registration Number: | 4797815 | EZ UP | |
| Registration Number: | 4059307 | SPORTSSTUFF | |
| Registration Number: | 4084609 | SHERPA | |
| Registration Number: | 4897427 | BOOSTER | |
| Registration Number: | 4208457 | WATERMAT | |
| Registration Number: | 2625288 | SLASH | |
| Registration Number: | 2628437 | SLICE | |
| Registration Number: | 5054722 | AIRLIFT | |
| Registration Number: | 5054695 | SUN COMFORT | |
| Registration Number: | 5058516 | JUSTA TUBE | |

OP \$1190.00 90808691

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 2633717 | HOT DOG |
| Registration Number: | 4239317 | SLIP NOTS |
| Registration Number: | 4246918 | SYNERGY SPORTZ |
| Registration Number: | 2663359 | BIG SHOT |
| Registration Number: | 5111439 | TRAVEL PADDLE STORE |
| Registration Number: | 2681222 | G-FORCE |
| Registration Number: | 2681241 | TURBO BLAST |
| Registration Number: | 2693411 | SLIDE |
| Registration Number: | 2709391 | BLAST |
| Registration Number: | 4340906 | RUSH |
| Registration Number: | 2764515 | AIRHEAD |
| Registration Number: | 2774144 | DRY PAK |
| Registration Number: | 2884038 | RIP |
| Registration Number: | 5573034 | YUKON |
| Registration Number: | 5689585 | WATER OTTER |
| Registration Number: | 5689623 | NEOLITE |
| Registration Number: | 5718299 | KWIK-DRY |
| Registration Number: | 2963785 | YUKON CHARLIE'S |
| Registration Number: | 2993866 | YUKON CHARLIE'S |
| Registration Number: | 5653057 | YUKON |
| Registration Number: | 3256993 | AQUA ZOOKA |
| Registration Number: | 3259302 | SPORTSSTUFF |
| Registration Number: | 3654063 | SCOOTR LOGIC |
| Registration Number: | 4474850 | CANTINA LOUNGE |
| Registration Number: | 4474848 | AQUA-ZOOKA DOUBLE SHOT! |
| Registration Number: | 4498190 | TRAINING WHEELS |
| Registration Number: | 4603171 | TOW BOGGAN |
| Registration Number: | 4643472 | YUKON CHARLIE'S |
| Registration Number: | 3514986 | HAMMERHEAD |

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

| | |
|---|---------------------------------|
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 |
| ATTORNEY DOCKET NUMBER: | 046270.000008 |
| NAME OF SUBMITTER: | John Slaughter |
| SIGNATURE: | /john slaughter/ |
| DATE SIGNED: | 01/06/2022 |
| Total Attachments: 8 source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page1.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page2.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page3.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page4.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page5.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page6.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page7.tif source=Confirmatory GSI-T - Kwik Tek Inc. to Muzinich BDC, Inc#page8.tif | |

THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF DECEMBER 1, 2021, BY AND AMONG KEYBANK NATIONAL ASSOCIATION (THE "FIRST LIEN AGENT"), AND MUZINICH BDC, INC. (THE "SECOND LIEN AGENT"), AND ACKNOWLEDGED BY AQUA-LEISURE RECREATION, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "AQUA BORROWER"), FLOAT ACQUISITION CORP., A DELAWARE CORPORATION (THE "FLOAT BORROWER", AND TOGETHER WITH THE AQUA BORROWER, COLLECTIVELY, THE "BORROWERS", AND EACH, A "BORROWER"), AND THE OTHER LOAN PARTIES THAT ARE SIGNATORIES TO THE ACKNOWLEDGMENT THERETO, TO ALL INDEBTEDNESS AND OTHER OBLIGATIONS (INCLUDING INTEREST) OWED BY THE BORROWERS TO THE FIRST LIEN LENDERS; AND EACH PARTY TO THIS CONFIRMATORY GRANT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "**Confirmatory Grant**") is made effective as of December 1, 2021 by and from KWIK TEK INC., a Colorado corporation (the "**Grantor**"), to and in favor of MUZINICH BDC, INC. (the "**Grantee**") for itself and as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, Recreational Products Consolidation Company, LLC, a Delaware limited liability company ("**Holdings**"), Aqua-Leisure Recreation, LLC, a Delaware limited liability company (the "**Aqua Borrower**"), FLOAT ACQUISITION CORP., a Delaware corporation (the "**Float Borrower**", and together with the Aqua Borrower, collectively, the "**Borrowers**" and each, a "**Borrower**"), certain subsidiaries of Holdings party thereto, the lenders party thereto and Muzinich BDC, Inc., as Administrative Agent and Collateral Agent, have entered into the Second Lien Credit and Guaranty Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Borrowers, Holdings, and certain subsidiaries of Holdings have entered into the Second Lien Pledge and Security Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**");

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on **Exhibit A** attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2) **The Security Interest.**

This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the indefeasible payment in full in cash of all Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted), the Grantee shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents that are the subject of this Confirmatory Grant.

(a) The Grantor hereby grants to the Grantee a security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks constituting Collateral now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of such Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

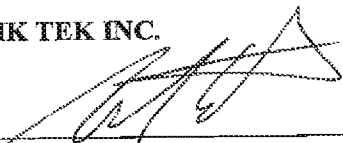
5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

KWIK TEK INC.

By: 
Name: Martin W. Stein
Title: President

Signature Page to Confirmatory Grant of Security Interests in United States Trademarks

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IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MUZINICH BDC, INC.






By: 

Name: Jeffrey J. Youle

Title: Chief Executive Officer

**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

EXHIBIT A - SCHEDULE OF TRADEMARKS

| Grantor | Trademark | Registration Date | Registration Number | Application Serial Number | Application Filing Date |
|---------------|--|-------------------|---------------------|---------------------------|-------------------------|
| Kwik Tek Inc. |  | Pending | - | 90/808691 | |
| Kwik Tek Inc. |  | Pending | - | 90/808708 | |
| Kwik Tek Inc. |  | Pending/Allowed | - | 90/403677 | |
| Kwik Tek Inc. |  | Pending/Allowed | - | 90/271357 | |
| Kwik Tek Inc. |  | Pending | - | 97/076715 | 10/15/2021 |
| Kwik Tek Inc. | FLOAT ON | Pending | | 97/076647 | 10/15/2021 |
| Kwik Tek Inc. | AIRHEAD SUP | 4/28/2015 | 4726470 | 86/263398 | |
| Kwik Tek Inc. | FLIPOUT | 8/25/2015 | 4797971 | 86/315066 | |
| Kwik Tek Inc. | EZ UP | 8/25/2015 | 4797815 | 86/263455 | |
| Kwik Tek Inc. | SPORTSSTUFF | 11/22/2011 | 4059307 | 85/268897 | |
| Kwik Tek Inc. | SHERPA | 1/10/2012 | 4084609 | 85/069442 | |
| Kwik Tek Inc. | BOOSTER | 2/9/2016 | 4897427 | 86/510259 | |
| Kwik Tek Inc. | WATERMAT | 9/18/2012 | 4208457 | 85/048294 | |
| Kwik Tek Inc. | SLASH | 9/24/2002 | 2625288 | 78/099950 | |
| Kwik Tek Inc. | SLICE | 10/1/2002 | 2628437 | 78/097364 | |

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|---------------|------------------------|------------|---------|-----------|--|
| Kwik Tek Inc. | AIRLIFT | 10/4/2016 | 5054722 | 86/950476 | |
| Kwik Tek Inc. | SUN COMFORT | 10/4/2016 | 5054695 | 86/932471 | |
| Kwik Tek Inc. | JUSTA TUBE | 10/11/2016 | 5058516 | 86/921256 | |
| Kwik Tek Inc. | HOT DOG | 10/8/2002 | 2633717 | 78/099933 | |
| Kwik Tek Inc. | SLIP NOTS | 11/6/2012 | 4239317 | 85/548634 | |
| Kwik Tek Inc. | SYNERGY SPORTZ | 11/20/2012 | 4246918 | 85/380715 | |
| Kwik Tek Inc. | BIG SHOT | 12/17/2002 | 2663359 | 78/099945 | |
| Kwik Tek Inc. | TRAVEL PADDLE STORE | 12/27/2016 | 5111439 | 86/822079 | |
| Kwik Tek Inc. | G-FORCE | 1/28/2003 | 2681222 | 78/097366 | |
| Kwik Tek Inc. | TURBO BLAST | 1/28/2003 | 2681241 | 78/099942 | |
| Kwik Tek Inc. | SLIDE | 3/4/2003 | 2693411 | 78/099954 | |
| Kwik Tek Inc. | BLAST | 4/22/2003 | 2709391 | 78/097356 | |
| Kwik Tek Inc. | RUSH | 5/28/2013 | 4340906 | 85/561991 | |
| Kwik Tek Inc. | AIRHEAD | 9/16/2003 | 2764515 | 75/602693 | |
| Kwik Tek Inc. | DRY PAK | 10/14/2003 | 2774144 | 78/118443 | |
| Kwik Tek Inc. | RIP | 9/14/2004 | 2884038 | 78/099951 | |
| Kwik Tek Inc. | YUKON | 10/2/2018 | 5573034 | 87/483127 | |
| Kwik Tek Inc. | WATER OTTER | 3/5/2019 | 5689585 | 88/017931 | |
| Kwik Tek Inc. | NEOLITE | 3/5/2019 | 5689623 | 88/018868 | |
| Kwik Tek Inc. | KWIK-DRY | 4/2/2019 | 5718299 | 88/018733 | |
| Kwik Tek Inc. | YUKON CHARLIE'S | 6/28/2005 | 2963785 | 76/587518 | |
| Kwik Tek Inc. | YUKON CHARLIE'S | 9/13/2005 | 2993866 | 76/587516 | |
| Kwik Tek Inc. | YUKON | 1/15/2019 | 5653057 | 87/769002 | |
| Kwik Tek Inc. | AQUA ZOOKA | 6/26/2007 | 3256993 | 78/616477 | |

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|---------------|---|------------|-----------|-----------|-----------|
| Kwik Tek Inc. |  | 7/3/2007 | 3259302 | 78/638263 | |
| Kwik Tek Inc. | SCOOTR LOGIC | 7/14/2009 | 3654063 | 77/634292 | |
| Kwik Tek Inc. | CANTINA LOUNGE | 1/28/2014 | 4474850 | 85/961613 | |
| Kwik Tek Inc. | AQUA-ZOOKA DOUBLE SHOT! | 1/28/2014 | 4474848 | 85/961579 | |
| Kwik Tek Inc. | TRAINING WHEELS | 3/18/2014 | 4498190 | 86/064710 | |
| Kwik Tek Inc. | TOW BOGGAN | 9/9/2014 | 4603171 | 86/102686 | |
| Kwik Tek Inc. |  | 11/25/2014 | 4643472 | 86/061665 | |
| Kwik Tek Inc. | HAMMERHEAD | 10/14/2008 | 3514986 | 77/272191 | |
| Kwik Tek Inc. | AIRHEAD | Pending | - | 2043192 | 7/30/2020 |
| Kwik Tek Inc. | YUKON CHARLIE'S | Pending | - | 2043197 | 7/30/2020 |
| Kwik Tek Inc. |  | Pending | - | 2104508 | 5/5/2021 |
| Kwik Tek Inc. | yukon charlie's | Pending | - | 2104509 | |
| Kwik Tek Inc. | AIHEAD | 3/9/2021 | 2108260 | 2108260 | |
| Kwik Tek Inc. | YUKON CHARLIE'S | 3/9/2021 | 2108261 | 2108261 | |
| Kwik Tek Inc. | AIRHEAD | 2/2/2006 | 3659695 | 3659695 | |
| Kwik Tek Inc. | YUKON CHARLIE's | 03/24/2021 | 018306114 | 018306114 | |
| Kwik Tek Inc. |  | 4/28/2018 | 18446396 | 18446396 | |
| Kwik Tek Inc. |  | 11/21/2017 | 18446395 | 18446395 | |

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|---------------|---|----------|----------|----------|--|
| Kwik Tek Inc. |  | 9/7/2017 | 19825172 | 19825172 | |
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RECORDED: 01/06/2022

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