

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International E-Z UP, Inc.		07/22/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, Floor L2		
Internal Address:	IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	6540955	ALLSPORT	
Registration Number:	6405199	GEARRUNNER	
Registration Number:	6420945	PATRIOT	
Registration Number:	6323583	ONE-UP	
Registration Number:	6323579	E-Z UP LINK LIGHT SYSTEM	
Registration Number:	6142627	SPECTATOR	
Registration Number:	6142518	SPRINT	
Registration Number:	6142517	SPRINT	
Registration Number:	6142516	JAMBOREE	
Registration Number:	6142515	JAMBOREE	
Registration Number:	5334393	VANTAGE	
Registration Number:	5322148	ENDEAVOR	
Registration Number:	5296395	WIDE-TRAX	
Registration Number:	5181003	E-Z UP	
Registration Number:	4855240	AERO DOME	
Registration Number:	4921789	HI-VIZ	
Registration Number:	4643659	E-Z UP ORIGINAL SINCE 1983	
Registration Number:	5076312	WORLD'S FASTEST SHELTERS	

OP \$965.00 6540955

Property Type	Number	Word Mark
Registration Number:	5067000	E-Z UP
Registration Number:	5011283	E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL
Registration Number:	3383044	DURA LON
Registration Number:	3978510	EXPRESSII
Registration Number:	3768485	EMBASSY II
Registration Number:	3769829	DOME
Registration Number:	3761690	SIERRA II
Registration Number:	3642459	REGENCY
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: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.330
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	07/22/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Trademark Security Agreement"), dated as of July 22, 2022, is by INTERNATIONAL E-Z UP, INC., a California corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 22, 2022, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of July 22, 2022 (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Trademark 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any application to register any intent-to-use Trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such Trademark or service mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark or service mark; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

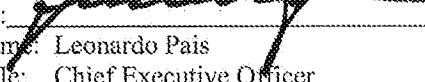
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

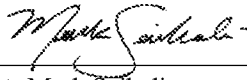
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERNATIONAL E-Z UP, INC.,
a California corporation

By: 
Name: Leonardo Pais
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

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

By: 
Name: Mark Saikali
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
INTERNATIONAL E-Z UP, INC.	ALLSPORT	10/26/21	6540955
INTERNATIONAL E-Z UP, INC.	GEARRUNNER	6/29/21	6405199
INTERNATIONAL E-Z UP, INC.	ENCORE	N/A	N/A
INTERNATIONAL E-Z UP, INC.	ENCORE	N/A	N/A
INTERNATIONAL E-Z UP, INC.	PATRIOT	7/13/21	6420945
INTERNATIONAL E-Z UP, INC.	ONE-UP	4/13/21	6323583
INTERNATIONAL E-Z UP, INC.	E-Z UP LINK LIGHT SYSTEM	4/13/21	6323579
INTERNATIONAL E-Z UP, INC.	SPECTATOR	9/1/20	6142627
INTERNATIONAL E-Z UP, INC.	SPRINT	9/1/20	6142518
INTERNATIONAL E-Z UP, INC.	SPRINT	9/1/20	6142517
INTERNATIONAL E-Z UP, INC.	JAMBOREE	9/1/20	6142516
INTERNATIONAL E-Z UP, INC.	JAMBOREE	9/1/20	6142515
INTERNATIONAL E-Z UP, INC.	VANTAGE	11/14/17	5334393
INTERNATIONAL E-Z UP, INC.	ENDEAVOR	10/31/17	5322148
INTERNATIONAL E-Z UP, INC.	WIDE-TRAX	9/26/17	5296395
INTERNATIONAL E-Z UP, INC.	E-Z UP	4/11/17	5181003
INTERNATIONAL E-Z UP, INC.	AERO DOME	11/17/15	4855240
INTERNATIONAL E-Z UP, INC.	HI-VIZ	3/22/16	4921789
INTERNATIONAL E-Z UP, INC.	E-Z UP ORIGINAL SINCE 1983	11/25/14	4643659
INTERNATIONAL E-Z UP, INC.	WORLD'S FASTEST SHELTERS	11/8/16	5076312
INTERNATIONAL E-Z UP, INC.	E-Z UP	10/25/16	5067000

INTERNATIONAL E-Z UP, INC.	E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL SHADE	8/2/16	5011283
INTERNATIONAL E-Z UP, INC.	DURA LON	2/12/08	3383044
INTERNATIONAL E-Z UP, INC.	EXPRESSII	6/14/11	3978510
INTERNATIONAL E-Z UP, INC.	EMBASSY II	3/30/10	3768485
INTERNATIONAL E-Z UP, INC.	DOME	4/6/10	3769829
INTERNATIONAL E-Z UP, INC.	SIERRA II	3/16/10	3761690
INTERNATIONAL E-Z UP, INC.	REGENCY	6/23/09	3642459
INTERNATIONAL E-Z UP, INC.	AMBASSADOR	7/16/13	4368752
INTERNATIONAL E-Z UP, INC.	ESCORT	5/29/01	2455538
INTERNATIONAL E-Z UP, INC.	ESCORT	6/5/01	2457377
INTERNATIONAL E-Z UP, INC.	SPEED SHELTER	6/12/01	2460442
INTERNATIONAL E-Z UP, INC.	BUNGALOW	2/13/01	2428966
INTERNATIONAL E-Z UP, INC.	E-Z UP	8/20/96	1994970
INTERNATIONAL E-Z UP, INC.	E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL SHADE	8/13/96	1992874
INTERNATIONAL E-Z UP, INC.	INSTANT SHELTER	11/9/93	1803282
INTERNATIONAL E-Z UP, INC.	AUTO-SLIDER	6/27/95	1901785
INTERNATIONAL E-Z UP, INC.	AUTO-PEAK	6/27/95	1901784
INTERNATIONAL E-Z UP, INC.	ORIGINAL SHADE	3/28/95	1886066
INTERNATIONAL E-Z UP, INC.	WORLD'S FASTEST SHELTERS	8/1/95	1908477