

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended And Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Backcountry.com, LLC		08/08/2022	Limited Liability Company: DELAWARE
Motosport, LLC		08/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Ave., Floor 09		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6907281	BACKCOUNTRY	
Serial Number:	87776289	BACKCOUNTRY	
Serial Number:	87865407	BACKCOUNTRY	
Serial Number:	88310517	STOIC	
Serial Number:	90465923	STOIC	
Serial Number:	90549977	FILGUARD	
Serial Number:	90587877	SEEK IT, FIND IT, SEND IT	
Serial Number:	90808278	MOTOSPORT ROCK	
Serial Number:	97051604	HEBER PEAK	
Serial Number:	97174672	H	
Serial Number:	97353379	BACKCOUNTRY	
Serial Number:	97353380		
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	303-295-8000		

CH \$315.00 6907281

Email: docket@hollandhart.com
Correspondent Name: Craig A. Beaker, HOLLAND & HART LLP
Address Line 1: P.O. Box 8749
Address Line 2: ATTN: TRADEMARK DOCKETING
Address Line 4: DENVER, COLORADO 80201-8749

ATTORNEY DOCKET NUMBER: 93377.0002

NAME OF SUBMITTER: Craig A. Beaker

SIGNATURE: /Craig A. Beaker/

DATE SIGNED: 03/01/2023

Total Attachments: 10

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is entered into as of August 8, 2022 by and among **BACKCOUNTRY.COM, LLC**, a Delaware limited liability company ("Backcountry"), **MOTOSPORT, LLC**, a Delaware limited liability company ("MotoSport", together with Backcountry, each a "Grantor", and, collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, Bergfreunde GmbH, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders party thereto from time to time, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time party to the Credit Agreement pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent that certain Amended and Restated U.S. Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Grantors, the other Loan Parties from time to time party thereto and the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required 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, 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 Security Agreement or, if not defined therein, in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, in accordance with Section 7.3 of the Security Agreement, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark 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 (except, in each case, to the extent constituting Excluded Collateral) (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Licenses of Trademarks 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 License of Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any 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 License of Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Administrative Agent and the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors (in each case, to the extent in accordance with the Security Agreement). 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **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, BUT GIVING EFFECT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO **THE EXCLUSIVE JURISDICTION** OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

9. **WAIVER OF JURY TRIAL.** EACH GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

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

GRANTORS:

BACKCOUNTRY.COM, LLC

By: 

Name: Girish Satya
Title: Chief Financial Officer

MOTOSPORT, LLC

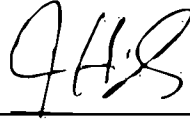
By: 

Name: Girish Satya
Title: Chief Financial Officer

[JPM/Backcountry - Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 007988 FRAME: 0138

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



By: _____

Name: Jack Hincks

Title: Authorized Officer

SCHEDULE I

Trademark Collateral

Backcountry.com, LLC – US Trademarks

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/ Owned
BACKCOUNTRY	86138617	Dec-9-2013	4788204	Aug-11-2015	Owned
BACKCOUNTRY	87046862	May-23-2016	5164389	Mar-21-2017	Owned
BACKCOUNTRY	87776289	Jan-30-2018	--	--	Owned
BACKCOUNTRY	87865407	Apr-5-2018	--	--	Owned
BACKCOUNTRY	88142992	Oct-4-2018	6269114	Feb-16-2021	Owned
BACKCOUNTRY	88195749	Nov-15-2018	6502681	Sep-28-2021	Owned
BACKCOUNTRY	97353379	Apr-8-2022	--	--	Owned
BACKCOUNTRY & Design	87619493	Sep-22-2017	5522844	Jul-24-2018	Owned
BACKCOUNTRY & Design	78490064	Sep-27-2004	3243545	May-22-2007	Owned
BACKCOUNTRY BED	87046870	May-23-2016	5179672	Apr-11-2017	Owned

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/ Owned
BACKCOUNTRY BIVY	87046888	May-23-2016	5179673	Apr-11-2017	Owned
BACKCOUNTRY QUILT	87046893	May-23-2016	5175043	Apr-4-2017	Owned
BACKCOUNTRY RESEARCH	87728752	Dec-20-2017	5754451	May-21-2019	Owned
BACKCOUNTRY.CO M > OUTLET (Stylized/Design)	78587938	Mar-15-2005	3219427	Mar-20-2007	Owned
BARKCOUNTRY	90359233	Dec-4-2020	--	--	Owned
BASIN + RANGE	86631752	May-15-2015	4974728	Jun-7-2016	Owned
BASIN + RANGE	90383430	Dec-15-2020	--	--	Owned
BASIN + RANGE & Design	86631747	May-15-2015	4974727	Jun-7-2016	Owned
BUILT FOR BACKCOUNTRY & Design	86965970	Apr-6-2016	5402248	Feb-13-2018	Owned
CHASE YOUR GOAT	87619503	Sep-22-2017	5479729	May-29-2018	Owned
COMPETITIVE CYCLIST	85785713	Nov-21-2012	4586773	Aug-19-2014	Owned
COMPETITIVE CYCLIST & Design	85785726	Nov-21-2012	4586774	Aug-19-2014	Owned
EXPEDITION	90526889	Feb-12-	--	--	Owned

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Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/ Owned
PERKS		2021			
GEARHEAD	87347936	Feb-24-2017	5315444	Oct-24-2017	Owned
GOATWORTHY	87619351	Sep-22-2017	5479727	May-29-2018	Owned
HEBER PEAK	97051604	Sep-29-2021	--	--	Owned
Heber Peak Logo	97174672	Dec-16-2021	--	--	Owned
Mountain Goat Circle Logo	87619495	Sep-22-2017	5479728	May-29-2018	Owned
Mountain Goat Logo	86189389	Feb-10-2014	4572520	Jul-22-2014	Owned
Mountain Goat Logo	87774983	Jan-29-2018	6541824	Nov-2-2021	Owned
Mountain Goat Logo	87980657	Jan-29-2018	5783348	Jun-18-2019	Owned
Mountain Goat Logo	87981672	Jan-29-2018	5886366	Oct-15-2019	Owned
Mountain Goat Logo	87980920	Apr-5-2018	5814810	Jul-23-2019	Owned
Mountain Goat Logo	88975914	Nov-15-2018	5916924	Nov-19-2019	Owned
Mountain Goat Logo	88977725	Sep-5-2018	6075159	Jun-9-2020	Owned
Mountain Goat Logo	97353380	Apr-8-2022	--	--	Owned

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/ Owned
Nighthawk Logo	90723643	May-20-2021	--	--	Owned
PINES OF HOME	97032732	Sep-17-2021	--	--	Owned
SEEK IT, FIND IT, SEND IT	90587877	Mar-18-2021	--	--	Owned
STEEP&CHEAP	78587949	Mar-15-2005	3167553	Nov-7-2006	Owned
STOIC	77667809	Feb-10-2009	4303136	Mar-19-2013	Owned
STOIC	87979472	Jun-30-2017	5676738	Feb-12-2019	Owned
STOIC	88246208	Dec-31-2018	--	--	Owned
STOIC	90309415	Nov-10-2020	--	--	Owned
STOIC	88310517	Feb-21-2019	--	--	Owned
STOIC	90465923	Jan-14-2021	--	--	Owned
STOIC & Design	77667815	Feb-10-2009	4313281	Apr-2-2013	Owned
THE GOAT TAKES YOU FURTHER	90587931	Mar-18-2021	--	--	Owned

MotoSport, LLC – US Trademarks

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	License d /Owned
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FILGUARD	86196828	Feb-18-2014	4749046	Jun-2-2015	Owned
FILGUARD	90549977	Feb-26-2021	--	--	Owned
HP TOOLS	87916268	May-10-2018	5852659	Sep-3-2019	Owned
HP TOOLS	87916299	May-10-2018	5767166	Jun-4-2019	Owned
MAKE YOUR NEXT RIDE YOUR BEST RIDE	88023721	Jul-2-2018	5649301	Jan-8-2019	Owned
MOTOSPORT	86918783	Feb-24-2016	5054127	Oct-4-2016	Owned
MOTOSPORT	90587845	Mar-18-2021	6771107	Apr-12-2022	Owned
MOTOSPORT ROCK	90808278	Jul-2-2021	--	--	Owned
MOTOSPORT.COM (Stylized/Color)	86913978	Feb-19-2016	5211794	May-30-2017	Owned
MOTOSTART	90648219	Apr-15-2021	--	--	Owned
RDRCO	97299672	Mar-7-2022	--	--	Owned
TURNER PERFORMANCE PRODUCTS	77407798	Feb-27-2008	3707403	Nov-10-2009	Owned
TURNER PERFORMANCE PRODUCTS	77407819	Feb-27-2008	3707404	Nov-10-2009	Owned
TURNER PERFORMANCE PRODUCTS	90549980	Feb-26-2021	--	--	Owned

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