

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shock Doctor, Inc.		03/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2828491	AIR/FX	
Registration Number:	2961533	CORE	
Registration Number:	3111450	CORE°	
Registration Number:	3842730	CRUSHTECH	
Registration Number:	2828489	DIRECT POWER CONTOUR	
Registration Number:	2001303	EZ GARD	
Serial Number:	85138738	MAX NANO	
Registration Number:	4027049	NANO	
Registration Number:	4027048	NANO DOUBLE	
Registration Number:	3840418	S	
Registration Number:	3195697	SHOCK DOCTOR	
Registration Number:	1874753	SHOCK DOCTOR	
Registration Number:	3827391	S SHOCK DOCTOR	
Registration Number:	3830955	S SHOCK DOCTOR	
Registration Number:	3968530	SHOCK DOCTOR ID	
Serial Number:	85069999	S SHOCK DOCTOR PERFORMANCE MOUTHGUARDS	
Serial Number:	85069373	S SHOCK DOCTOR PERFORMANCE MOUTHWEAR	
Registration Number:	3100257	SHOCK DOCTOR SPORTS TECHNOLOGY	
Registration Number:	3108851	SHOCK DOCTOR SPORTS TECHNOLOGY	
Registration Number:	2828490	SHOCKDOME	
TRADEMARK			

CH \$715.00 2828491

Property Type	Number	Word Mark
Registration Number:	4042536	SHOCKSKIN
Serial Number:	85138745	ULTRA NANO
Registration Number:	3311673	X-FIT
Registration Number:	2531866	CUTTERS
Registration Number:	3107543	CUTTERS
Registration Number:	3588883	C-TACK
Serial Number:	85846488	
Serial Number:	85846751	FLAVOR FUSION

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

NAME OF SUBMITTER:	Jenifer deWolf Paine
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	03/14/2014

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2014, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 14, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Shock Doctor, Inc., a Delaware corporation (as successor by merger to BRP Hold 3, Inc. (“**Borrower**”)), BRP Hold 15, LLC, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of March 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

SHOCK DOCTOR, INC.


By 

Name: Dennis Goetz

Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By 
Name: _____
Title: R. Kipp deVeer
Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Substatus</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>
SHOCK DOCTOR	Argentina	Filed	Published	3065920	2/7/2011	
SHOCK DOCTOR	Argentina	Filed	Published	3065921	2/7/2011	
SHOCK DOCTOR and S Design (Stacked)	Argentina	Filed	Published	3066116	2/8/2011	
SHOCK DOCTOR and S Design (Stacked)	Argentina	Filed	Published	3066117	2/8/2011	
MAX NANO	Australia	Filed	Published	1072764	3/24/2011	
NANO	Australia	Filed	Filed	1072765	3/24/2011	
NANO DOUBLE	Australia	Filed	Published	1072874	3/24/2011	
S and Design	Australia	Registered	Registered	1034812	1/13/2010	1034812
SHOCK DOCTOR	Australia	Registered	Registered	857997	11/22/00	857997
SHOCK DOCTOR and S Design (Stacked)	Australia	Registered	Registered	1035193	4/1/2010	1035193/ 1358389
SHOCKSKIN	Australia	Filed	Opposed	1026925	1/5/2010	
ULTRA NANO	Australia	Filed	Published	1072467	3/24/2011	
S and Design	Brazil	Filed	Published	8305962 24	5/5/2010	
S and Design	Brazil	Filed	Published	8305962 32	5/5/2010	
SHOCK DOCTOR	Brazil	Filed	Published	8305434 22	3/9/2010	
SHOCK DOCTOR	Brazil	Filed	Published	8305431 47	3/9/2010	
SHOCK DOCTOR and S Design (Stacked)	Brazil	Filed	Published	8305962 08	5/5/2010	
SHOCK DOCTOR and S Design (Stacked)	Brazil	Filed	Published	8305962 83	5/5/2010	
MAX NANO	Canada	Filed	Filed	1521694	3/25/2011	
NANO	Canada	Filed	Filed	1521708	3/25/2011	
NANO DOUBLE	Canada	Filed	Filed	1520901	3/25/2011	

S and Design	Canada	Filed	Allowed	1481263	5/7/2010	
SHOCK DOCTOR	Canada	Registered	Registered	736772	9/13/1993	TMA448283
SHOCK DOCTOR and S Design (Stacked)	Canada	Filed	Allowed	1481262	5/7/2010	
SHOCK DOCTOR ID	Canada	Filed	Filed	1476656	4/6/2010	
SHOCKSKIN	Canada	Filed	Filed	1465475	1/6/2010	
ULTRA NANO	Canada	Filed	Filed	1521695	3/25/2011	
SHOCK DOCTOR	Chile	Filed	Filed	939260	1/31/2011	
SHOCK DOCTOR	Chile	Filed	Filed	939262	1/31/2011	
SHOCK DOCTOR and S Design (Stacked)	Chile	Filed	Filed	939259	1/31/2011	
SHOCK DOCTOR and S Design (Stacked)	Chile	Filed	Filed	939261	1/31/2011	
S and Design	China P.R.	Filed	Filed	1034812	1/13/2010	
SHOCK DOCTOR	China P.R.	Filed	Filed	1034811	1/13/2010	
SHOCK DOCTOR and S Design (Stacked)	China P.R.	Filed	Filed	1035193	4/1/2010	
EJECT	Community Trademark	Registered	Registered	7507015	1/7/2009	7507015
MAX NANO	Community Trademark	Filed	Filed	1072764	3/24/2011	
NANO	Community Trademark	Filed	Filed	1072765	3/24/2011	
NANO DOUBLE	Community Trademark	Filed	Filed	1072874	3/24/2011	

S and Design	Community Trademark	Filed	Filed	1034812	1/13/2010	
SHOCK DOCTOR	Community Trademark	Registered	Registered	1963792	11/21/00	1963792
SHOCK DOCTOR and S Design (Stacked)	Community Trademark	Registered	Registered	1035193	4/1/2010	1035193
SHOCKSKIN	Community Trademark	Filed	Opposed	1026925	1/5/2010	
ULTRA NANO	Community Trademark	Filed	Filed	1072467	3/24/2011	
S and Design	Hong Kong	Registered	Registered	301557063	3/5/2010	301557063
SHOCK DOCTOR	Hong Kong	Registered	Registered	301557180	3/5/2010	301557180
SHOCK DOCTOR and S Design (Stacked)	Hong Kong	Registered	Registered	301557199	3/5/2010	301557199
MAX NANO	International	Registered	Registered	1072764	3/24/2011	1072764
NANO	International	Registered	Registered	1072765	3/24/2011	1072765
NANO DOUBLE	International	Registered	Registered	1072874	3/24/2011	1072874
S and Design	International	Registered	Registered	1034812	1/13/2010	1034812
SHOCK DOCTOR	International	Registered	Registered	1034811	1/13/2010	1034811
SHOCK DOCTOR and S Design (Stacked)	International	Registered	Registered	1035193	4/1/2010	1035193
SHOCKSKIN	International	Registered	Registered	1026925	1/5/2010	1026925

ULTRA NANO	International	Registered	Registered	1072467	3/24/2011	1072467
MAX NANO	Japan	Filed	Filed	1072764	3/24/2011	
NANO	Japan	Filed	Filed	1072765	3/24/2011	
NANO DOUBLE	Japan	Filed	Filed	1072874	3/24/2011	
S and Design	Japan	Registered	Registered	1034812	1/13/2010	1034812
SHOCK DOCTOR	Japan	Registered	Registered	2000-126932	11/24/2000	4561578
SHOCK DOCTOR and S Design (Stacked)	Japan	Registered	Registered	1035193	4/1/2010	1035193
SHOCKSKIN	Japan	Filed	Allowed	1026925	1/5/2010	
ULTRA NANO	Japan	Registered	Registered	1072467	3/24/2011	1072467
S and Design	Mexico	Registered	Registered	1074360	3/16/2010	1193737
S and Design	Mexico	Registered	Registered	1074359	3/16/2010	1203829
S and Design	Mexico	Registered	Registered	1133797	11/11/10	1207810
SHOCK DOCTOR	Mexico	Registered	Registered	1074366	3/16/2010	1167260
SHOCK DOCTOR	Mexico	Registered	Registered	1074364	3/16/2010	1205776
SHOCK DOCTOR	Mexico	Registered	Registered	1133794	11/11/10	1210320
SHOCK DOCTOR and S Design (Stacked)	Mexico	Registered	Registered	1074363	3/16/2010	1172824
SHOCK DOCTOR and S Design (Stacked)	Mexico	Registered	Registered	1074362	3/16/2010	1203830
SHOCK DOCTOR and S Design (Stacked)	Mexico	Registered	Registered	1133796	11/11/10	1210321
S and Design	New Zealand	Registered	Registered	818535	1/21/2010	818535
SHOCK DOCTOR	New Zealand	Registered	Registered	818530	1/21/2010	818530
SHOCK DOCTOR and S Design (Stacked)	New Zealand	Registered	Registered	818536	1/21/2010	818536
MAX NANO	Norway	Filed	Filed	1072764	3/24/2011	
NANO	Norway	Filed	Filed	1072765	3/24/2011	
NANO DOUBLE	Norway	Filed	Filed	1072874	3/24/2011	
SHOCK DOCTOR	Norway	Registered	Registered	1034811	1/13/2010	1034811
ULTRA NANO	Norway	Filed	Filed	1072467	3/24/2011	

SHOCK DOCTOR and S Design (Stacked)	Peru	Filed	Filed	445653	2/4/2011	
S and Design	Republic Of Korea	Registered	Registered	1034812	1/13/2010	1034812
SHOCK DOCTOR	Republic Of Korea	Filed	Appeal Filed	1034811	1/13/2010	
SHOCK DOCTOR and S Design (Stacked)	Republic Of Korea	Registered	Registered	1035193	4/1/2010	1035193
MAX NANO	Russian Federation	Filed	Filed	1072764	3/24/2011	
NANO	Russian Federation	Filed	Filed	1072765	3/24/2011	
NANO DOUBLE	Russian Federation	Filed	Filed	1072874	3/24/2011	
S and Design	Russian Federation	Registered	Registered	2010715 106	5/7/2010	436445
SHOCK DOCTOR	Russian Federation	Registered	Registered	2010715 109	5/7/2010	430084
SHOCK DOCTOR and S Design (Stacked)	Russian Federation	Registered	Registered	2010715 108	5/7/2010	429927
ULTRA NANO	Russian Federation	Filed	Filed	1072467	3/24/2011	
SHOCK DOCTOR	Singapore	Registered	Registered	1034811	1/13/2010	1034811
MAX NANO	South Africa	Filed	Filed	2011/071 18	3/25/2011	
NANO	South Africa	Filed	Filed	2011/071 19	3/25/2011	
NANO DOUBLE	South Africa	Filed	Filed	2011/071 17	3/25/2011	
S and Design	South Africa	Registered	Registered	2010/011 64	1/21/2010	2010/01164

S and Design	South Africa	Filed	Published	2010/011 65	1/21/2010	
SHOCK DOCTOR	South Africa	Registered	Registered	2010/011 66	1/21/2010	2010/01166
SHOCK DOCTOR	South Africa	Registered	Registered	2010/011 67	1/21/2010	2010/01167
SHOCK DOCTOR and S Design (Stacked)	South Africa	Registered	Registered	2010/011 62	1/21/2010	2010/01162
SHOCK DOCTOR and S Design (Stacked)	South Africa	Filed	Published	2010/011 63	1/21/2010	
ULTRA NANO	South Africa	Filed	Filed	2011/071 20	3/25/2011	
AIR/FX	United States	Registered	Registered	78/079,1 96	8/14/2001	2,828,491
CORE	United States	Registered	Registered	78/358,4 76	1/28/2004	2,961,533
CORE (with Degree Symbol)	United States	Registered	Registered	78/553,9 67	1/26/2005	3,111,450
CRUSHTECH	United States	Registered	Registered	77/757,9 85	6/12/2009	3,842,730
DIRECT POWER CONTOUR and Design	United States	Registered	Registered	78/079,1 67	8/14/2001	2,828,489
EZ GARD and Design	United States	Registered	Registered	74/731,5 75	9/20/1995	2,001,303
MAX NANO	United States	Filed	Allowed	85/138,7 38	9/27/2010	
NANO	United States	Registered	Registered	85/138,7 42	9/27/2010	4,027,049
NANO DOUBLE	United States	Registered	Registered	85/138,7 30	9/27/2010	4,027,048

S and Design	United States	Registered	Registered	77/872,466	11/13/09	3,840,418
SHOCK DOCTOR	United States	Registered	Registered	78/531,657	12/13/04	3,195,697
SHOCK DOCTOR	United States	Registered	Registered	74/396,197	5/27/1993	1,874,753
SHOCK DOCTOR and S Design (Horizontal)	United States	Registered	Registered	77/872,494	11/13/09	3,827,391
SHOCK DOCTOR and S Design (Stacked)	United States	Registered	Registered	77/872,501	11/13/09	3,830,955
SHOCK DOCTOR ID	United States	Registered	Registered	77/947,368	3/1/2010	3,968,530
SHOCK DOCTOR PERFORMANCE MOUTHGUARDS and S Design	United States	Filed	Suspended	85/069,999	6/23/2010	
SHOCK DOCTOR PERFORMANCE MOUTHWEAR and S Design	United States	Filed	Suspended	85/069,373	6/23/2010	
SHOCK DOCTOR SPORTS TECHNOLOGY	United States	Registered	Registered	78/531,653	12/13/04	3,100,257
SHOCK DOCTOR SPORTS TECHNOLOGY (and Design)	United States	Registered	Registered	78/531,661	12/13/04	3,108,851
SHOCKDOME	United States	Registered	Registered	78/079,186	8/14/2001	2,828,490
SHOCKSKIN	United States	Filed	Registered	77/774,900	7/6/2009	4042536
ULTRA NANO	United States	Filed	Allowed	85/138,745	9/27/2010	
X-FIT	United States	Registered	Registered	78/524,231	11/30/04	3,311,673
CUTTERS	United States	Registered	Registered	76/180797	12/14/00	2531866
CUTTERS	United States	Registered	Registered	78/293038	8/27/03	3107543

C-TACK	United States	Registered	Registered	78/29377 4	8/28/03	3588883
Design	United States	Filed	Published	85/84648 8	2/11/13	
FLAVOR FUSION	United States	Filed	Published	8584675 1	2/11/13	