

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synergy Sportz LLC		05/02/2014	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86061665	YUKON CHARLIE'S	
Registration Number:	2963785	YUKON CHARLIE'S	
Registration Number:	2993866	YUKON CHARLIE'S	
Registration Number:	4246918	SYNERGY SPORTZ	
Registration Number:	4239317	SLIP NOTS	
Registration Number:	4204874	S SHERPA SNOWSHOES	
Registration Number:	4084609	SHERPA	
Registration Number:	3752205	DEAD RINGER	
CORRESPONDENCE DATA			
Fax Number:	7135201025		
<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:	713-335-2080		
Email:	dpatty@mcglinchey.com, docket-ip@mcglinchey.com		
Correspondent Name:	R. Andrew Patty II		
Address Line 1:	1001 McKinney, Suite 1500		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	017466.0167		
NAME OF SUBMITTER:	R. Andrew Patty II		
TRADEMARK			

CH \$215.00 86061665

SIGNATURE:	/R. Andrew Patty II/
DATE SIGNED:	05/19/2014
Total Attachments: 6 source=Kwik-Tek-Executed-Trademark-Security-Agreement#page1.tif source=Kwik-Tek-Executed-Trademark-Security-Agreement#page2.tif source=Kwik-Tek-Executed-Trademark-Security-Agreement#page3.tif source=Kwik-Tek-Executed-Trademark-Security-Agreement#page4.tif source=Kwik-Tek-Executed-Trademark-Security-Agreement#page5.tif source=Kwik-Tek-Executed-Trademark-Security-Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT
(Synergy Sportz LLC)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is between Synergy Sportz LLC, a Massachusetts limited liability company (the "Debtor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Secured Party"), and is executed pursuant to that certain Second Amended and Restated Credit Agreement dated as of April 4, 2014, among the Debtor, the other Loan Parties (as defined in the Credit Agreement) party thereto, and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

Recitals:

In accordance with the terms of the Credit Agreement, pursuant to that certain Pledge and Security Agreement, dated as of April 4, 2014, among the Debtor and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement).

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether

now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

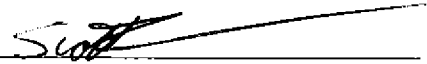
The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor and Secured Party have executed this Agreement as of the date first above written.

DEBTOR:

SYNERGY SPORTZ LLC

By: SYNERGY SPORTZ HOLDINGS
INC., sole member

By: 
Scott D. Evans
Vice President

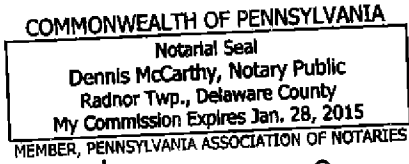
ACKNOWLEDGMENT

STATE OF Pennsylvania)

COUNTY OF Delaware)

This instrument was acknowledged before me this 2 day of May, 2014, by Scott D. Evans, as Vice President of Synergy Sportz Holdings Inc., a Delaware corporation, the sole member of Synergy Sportz LLC, a Massachusetts limited liability company, on behalf of and as the duly authorized action of said Synergy Sportz LLC.

{Seal}



Dennis McCarthy
Notary Public in and for the State of PA

My commission expires: January 28, 2015

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2014, by Jolinda Walden, as Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of such banking association.


{Seal}

Notary Public in and for the State of _____

My commission expires: _____

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: 

Jolinda Walden
Vice President

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

On April 18, 2014 before me, Patty Martin, Notary Public, personally appeared **JOLINDA N. WALDEN**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

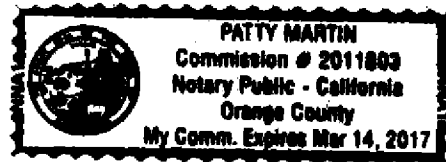
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and seal.



Signature

Printed Name: PATTY MARTIN



(SEAL)

Schedule 1
to
Trademark Security Agreement

Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Type of Mark
Synergy Sportz, LLC	USA	YUKON CHARLIE'S	Serial No. 86061665	Application Date: September 11, 2013 Status: Pending	Word mark and drawing
Synergy Sportz, LLC	USA	YUKON CHARLIE'S	Registration No. 2963785	Registration Date: June 28, 2005	Word mark
Synergy Sportz, LLC	USA	YUKON CHARLIE'S	Registration No. 2993866	Registration Date: September 13, 2005	Word mark
Synergy Sportz, LLC	USA	SYNERGY SPORTZ	Registration No. 4246918	Registration Date: November 20, 2012	Word mark
Synergy Sportz, LLC	USA	SLIP NOTS	Registration No. 4239317	Registration Date: November 6, 2012	Word mark
Synergy Sportz, LLC	USA	S SHERPA SNOWSHOES	Registration No. 4204874	Registration Date: September 11, 2012	Word mark
Synergy Sportz, LLC	USA	SHERPA	Registration No. 4084609	Registration Date: January 10, 2012	Word mark
Synergy Sportz, LLC	USA	DEAD RINGER	Registration No. 3752205	Registration Date: February 23, 2010	Word mark and drawing