

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Austin Kayak, LLC		03/02/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 North River Road, 9th Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4519966	ACK	
Registration Number:	4497265	YOUR KAYAK FISHING GEAR HEADQUARTERS	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	ST. LOUIS, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0387522		
NAME OF SUBMITTER:	Brian Devling		
SIGNATURE:	/Brian Devling/		
DATE SIGNED:	05/24/2016		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Austin Kayak, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of March 2, 2015, between the Grantor, Summit Sports LLC, and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.


[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

AUSTIN KAYAK, LLC

By Summit Sports LLC, its Sole Member and Sole Manager

By: 

Name: Carson Biederman

Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: Jerry V. Kallio

Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

AUSTIN KAYAK, LLC

By Summit Sports LLC, its Sole Member and Sole Manager

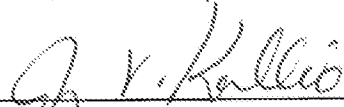
By: _____

Name: Carson Biederman

Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.

By: 

Name: Jerry V. Kallio

Title: Senior Vice President

Schedule A - Trademarks

Country	Trademark	Registration #	Registration Date	Owner
U.S.A.	"ACK" logo mark	4,519,966	April 29, 2014	Austin Kayak, LLC
U.S.A.	"Your Kayak Fishing Gear Headquarters" mark	4,497,265	March 18, 2014	Austin Kayak, LLC

Schedule B – Patents

None