

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454981

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Active Sports, Inc.		12/11/2017	Corporation: MINNESOTA
W82, LLC		12/11/2017	Limited Liability Company: MINNESOTA
Uncle Dan's, Ltd.		12/11/2017	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, As Administrative Agent
Street Address:	1 New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4466664	CHAMONIE
Registration Number:	4275965	2117
Registration Number:	4254152	ARCTIC EDGE
Registration Number:	4070809	SAPIENT
Registration Number:	5225114	FRAMED COURSE
Registration Number:	5220139	DB DISCOUNT BIKES.COM
Registration Number:	5064467	CHAMONIE
Registration Number:	4964753	WOLFTRAX
Registration Number:	2627997	EVOL
Registration Number:	3720422	H
Registration Number:	5043197	H
Registration Number:	2961786	H
Registration Number:	2937283	H
Registration Number:	2937284	HOUSE
Registration Number:	3562961	THE-HOUSE.COM WORLDS LARGEST
Registration Number:	3494432	THE HOUSE BOARDSHOP
Registration Number:	3342232	PROBOARDSHOP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2115947	H THE HOUSE
Registration Number:	2115946	THE HOUSE
Registration Number:	3412152	SAPIENT
Registration Number:	4214612	WINDWARD BOARDSHOP
Registration Number:	4808202	UNCLE DAN'S
Registration Number:	2487056	UNCLE DAN'S
Registration Number:	3721201	UNCLE DAN'S THE GREAT OUTDOOR STORE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Melony Sot
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F174423
NAME OF SUBMITTER:	Rachel Klein
SIGNATURE:	/Rachel Klein/
DATE SIGNED:	12/18/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2017 (this "Agreement"), among Active Sports, Inc., a Minnesota corporation, W82, LLC, a Minnesota limited liability company, and Uncle Dan's, Ltd., an Illinois corporation (collectively, the "Grantors"), and Goldman Sachs Bank USA, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of November 8, 2016, among CWGS Enterprises, LLC, a Delaware limited liability company, CWGS Group, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States federal trademark registrations and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. The security interest granted herein shall terminate and be released at the time and in the manner set forth in Section 9.15 of the Credit Agreement and, at such time, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

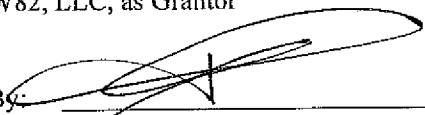
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

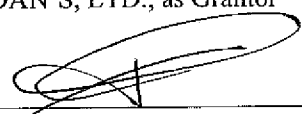
ACTIVE SPORTS, INC., as Grantor

By: 
Name: Marcus Lemonis
Title: Chief Executive Officer

W82, LLC, as Grantor

By: 
Name: Marcus Lemonis
Title: Chief Executive Officer

UNCLE DAN'S, LTD., as Grantor

By: 
Name: Marcus Lemonis
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006231 FRAME: 0200**

GOLDMAN SACHS BANK USA, as
Administrative Agent,

By:



Name:
Title:

Gabriel Jacobson
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006231 FRAME: 0201

U.S. TRADEMARKS¹

Registered Owner	Mark	Reg. No.	Reg. Date
Active Boarder Corp.	CHAMONIE	4466664	1/14/2014
Active Boarder Corp.	2117	4275965	1/15/2013
Active Boarder Corp.	ARCTIC EDGE	4254152	12/4/2012
Active Boarder Corp.	SAPIENT	4070809	12/13/2011
Active Gear Corp.	FRAMED COURSE	5225114	6/20/2017
Active Gear Corp.	DB DISCOUNT BIKES.COM	5220139	6/13/2017
Active Gear Corp.	CHAMONIE	5064467	10/18/2016
Active Gear Corp.	WOLFTRAX	4964753	5/24/2016
Active Sports, Inc.	EVOL	2627997	10/1/2002
Active Sports, Inc.	H	3720422	12/8/2009
Active Sports, Inc.	H	5043197	9/20/2016
Active Sports, Inc.	H	2961786	6/14/2005
Active Sports, Inc.	H	2937283	4/5/2005
Active Sports, Inc.	HOUSE	2937284	4/5/2005
Active Sports, Inc.	THE-HOUSE.COM WORLDS LARGEST	3562961	1/20/2009
Active Sports, Inc.	THE HOUSE BOARDSHOP	3494432	12/2/2008

¹ Prior to closing of the Active Sports, Inc. stock acquisition, the assets of Active Boarder Corp. and Active Gear Corp. were transferred to Active Sports, Inc. The company is in the process of updating the registered owner of all such trademarks to Active Sports, Inc.

Active Sports, Inc.	PROBOARDSHOP	3342232	11/20/2007
Active Sports, Inc.	H THE HOUSE	2115947	11/25/1997
Active Sports, Inc.	THE HOUSE	2115946	11/25/1997
Active Sports, Inc.	SAPIENT	3412152	4/15/2008
eighteen0three, LLC ²	WINDWARD BOARDSHOP	4214612	9/25/2012
Uncle Dan's, Ltd.	UNCLE DAN'S	4808202	9/8/2015
Uncle Dan's, Ltd.	UNCLE DAN'S	2487056	9/11/2001
Uncle Dan's, Ltd.	UNCLE DAN'S - THE GREAT OUTDOOR STORE & DESIGN	3721201	12/8/2009

² W82, LLC acquired intellectual property from eighteen0three, LLC in an asset acquisition; the company is in the process of updating the registered owner with the USPTO.