

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ouray Sportswear, LLC		08/21/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S. LaSalle Street, 9th Floor		
Internal Address:	Mailcode: IL4-135-09-27		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2271077	OURAY	
Registration Number:	2271078	OURAY	
Registration Number:	2256709	OURAY	
Registration Number:	3121978	FEEL THE DIFFERENCE	
Registration Number:	2986495	HARD TO SAY. EASY TO WEAR	
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:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	08/21/2019		

CH \$140.00 2271077

Total Attachments: 5

source=TSC - Trademark Security Agreement (fully-executed1#page1.tif

source=TSC - Trademark Security Agreement (fully-executed1#page2.tif

source=TSC - Trademark Security Agreement (fully-executed1#page3.tif

source=TSC - Trademark Security Agreement (fully-executed1#page4.tif

source=TSC - Trademark Security Agreement (fully-executed1#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2019 (this “Agreement”), is made by Ouray Sportswear, LLC, a Colorado limited liability company (the “Grantor”), and Bank of America, N.A., as administrative agent (in such capacity, “Agent”). Reference is made to the Amended and Restated Loan and Security Agreement dated as of August 21, 2019 (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), by, among others, the Grantor as a Borrower, the Lenders (defined therein) from time to time party thereto and Agent.

WHEREAS, the Lenders have agreed to extend credit to Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligation of the Lenders to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, the Grantor will derive substantial benefits from such extension of credit pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks listed on Schedule I hereto;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Loan Agreement and the other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the other Loan Documents, 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 Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. 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

counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

GRANTOR:

OURAY SPORTSWEAR, LLC

By: Tiffany Kosch
Name: Tiffany Kosch
Title: Vice President, Assistant Treasurer, Assistant Secretary

[Signature Page to Notice of Grant of Security Interest in Patents]

TRADEMARK
REEL: 006725 FRAME: 0531

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


GRANTOR:

**OURAY SPORTSWEAR, LLC, as
Grantor**

By: _____
Name:
Title:

AGENT:

BANK OF AMERICA, N.A., as Agent

By:  _____
Name: Monirah J. Masud
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Owner	Cutout Status
OURAY	2,271,077	Reg. Date: 8/17/1999	Ouray Sportswear, LLC	Registered
OURAY (& design)	2,271,078	Reg. Date: 8/17/1999	Ouray Sportswear, LLC	Registered
OURAY	2,256,709	Reg. Date: 6/29/1999	Ouray Sportswear, LLC	Registered
FEEL THE DIFFERENCE	3,121,978	Reg. Date: 7/25/2006	Ouray Sportswear, LLC	Registered
HARD TO SAY. EASY TO WEAR	2,986,495	Reg. Date: 8/16/2005	Ouray Sportswear, LLC	Registered