

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TYR SPORT, INC.		03/23/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CITY NATIONAL BANK		
Street Address:	555 S. Flower Street		
Internal Address:	21st Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	3781796	ALWAYS IN FRONT	
Registration Number:	4800816	AVICTOR	
Registration Number:	2954547	CATALYST	
Registration Number:	1486948		
Registration Number:	3469035	CROSSBLADE	
Registration Number:	4329435	DURAFAST	
Registration Number:	4362343	DURAFAST ELITE	
Registration Number:	4782404	DURAFAST LITE	
Registration Number:	4800766	DURAFAST ONE	
Registration Number:	5555901	DURAFIT	
Registration Number:	5979671	EDGE-X	
Registration Number:	1938019	FEMME T-72	
Registration Number:	4833565	HYDRASPAN	
Registration Number:	3723609	MENTOR	
Registration Number:	2887352	QUALIFIER	
Registration Number:	1899057	RACETECH	
Registration Number:	2830601	SOCKET ROCKETS	
Registration Number:	5657619	STRYKER	

CH \$1090.00 3781796

Property Type	Number	Word Mark
Registration Number:	5945302	SUBLITECH
Registration Number:	2070189	TECHNOFLEX
Registration Number:	4983588	TORQUE ELITE
Registration Number:	3709477	TRACER LIGHT
Registration Number:	4257716	TYR
Registration Number:	1458467	TYR
Registration Number:	4968977	TYR
Registration Number:	2842240	TYR
Registration Number:	4918462	TYR ENDURANCE SPORT
Registration Number:	3101184	TYR FUSION 2
Registration Number:	5059717	TYR HURRICANE
Registration Number:	4451969	TYR PINK
Registration Number:	3768232	TYR.COM
Serial Number:	88349116	ATLAS
Serial Number:	88262871	ENDO COMPRESSION CAGE
Serial Number:	88572912	ENDLESS STRAPS
Serial Number:	86942218	OMAHA NIGHTS
Serial Number:	88252160	ORION
Serial Number:	88239014	SEAMLESS EXO SHELL
Serial Number:	88190621	SURFACE LIFT TECHNOLOGY
Serial Number:	88326643	SWIMCLUSION
Serial Number:	87245897	THRESHER
Serial Number:	86069156	TORQUE PRO
Serial Number:	88480528	TRACER-X
Serial Number:	88081438	VENZO

CORRESPONDENCE DATA

Fax Number: 2138960400

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: 2138915607

Email: crachina@buchalter.com

Correspondent Name: Corina Rachina

Address Line 1: 1000 Wilshire Boulevard

Address Line 2: 12th Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Corina Rachina
SIGNATURE:	/s/ Corina Rachina
DATE SIGNED:	05/29/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 23rd day of March, 2020, between **TYR SPORT, INC.**, a California corporation, as borrower ("Borrower"), and **CITY NATIONAL BANK**, a national banking association ("CNB").

RECITALS:

A. Pursuant to that certain Sixth Amended and Restated Credit Agreement dated as of March 23, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") between Borrower and CNB, CNB has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

B. CNB is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Borrower shall have executed and delivered to CNB that certain Security Agreement, dated as of June 28, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

C. Pursuant to the Security Agreement, Borrower is required to execute and deliver to CNB this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby unconditionally grants, assigns, and pledges to CNB, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be

owed by Borrower to CNB, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Borrower.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to CNB pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of CNB with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to CNB with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section, Borrower authorizes CNB unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from CNB's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission (including PDF) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

BORROWER:

TYRSPORT, INC.

a California corporation

By: 

Name: *Mary DiLorenzo*

Title: *Chief Executive Officer*

By: 

Name: *Joe DiLorenzo*

Title: *Secretary*

ACCEPTED AND ACKNOWLEDGED BY:

CNB:

CITY NATIONAL BANK,
a national banking association

By: 

Name: Peter Lupo

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006949 FRAME: 0315

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Reg. Trademark Name	Class #	Appl. Date	Appl. No.	Reg. Date	Reg. #	Renewal Date	File Reference
Always in Front	25	4/30/2008	77461823	4/27/2010	3,781,796	4/27/2020	106.0206
Atlas	28	3/21/2019	88349116				
Avictor	25	6/12/2014	86308487	8/25/2015	4,800,816	8/25/2025	106.0484
Catalyst	28	5/7/2005	76591090	5/24/2005	2,954,547	5/24/2025	106.0344
Chevron Design	25, 28	3/9/1987	73648988	5/3/1988	1,486,948	5/3/2018	106.0131
Crossblade	28	5/25/2007	77190801	7/15/2008	3,469,035	7/15/2028	106.0405
Durafast	25	6/1/2012	85640818	4/30/2013	4329435	4/30/2023	106.0466
Durafast Elite	25	6/4/2012	85642406	7/2/2013	4,362,343	7/2/2023	106.0467
Durafast Lite	25	4/1/2013	85892337	7/28/2015	4,782,404	7/28/2025	106.047
Durafast One	25	6/2/2014	86298234	8/25/2015	4,800,766	8/25/2025	106.0482
Durafit	9	6/11/2015	86559787	9/4/2018	5,555,901	9/4/2028	106.0485
EDGE-X	9	4/8/2019	88373764	2/4/2020	5,979,671	2/4/2030	
Endo Compression Cage	25	1/10/2019					
Femme T-72	28	6/2/1994	74532493	11/28/1995	1938019	11/28/2025	106.0003
Frictionless Fiber Construction	25	10/23/2018					
Hydraspan	25	11/24/2014	86463686	10/13/2015	4,833,565	10/13/2025	106.0472
Mentor (b)	28	12/22/2008	77638422	12/8/2009	3,723,609	12/8/2019	106.0421
Omaha Nights	25	3/16/2016	86942218				106.0475
Qualifier	9	4/18/2003	76511567	9/21/2004	2,887,352	9/21/2024	106.0343
Racetech	28	6/2/1994	74532494	6/13/2015	1,899,057	6/13/2025	106.0004
Rogue	9	1/4/2019					
Seamless Exo Shell	25	1/10/2019	88239014				
Socket Rockets	9	6/18/2002	76423977	4/6/2004	2,830,601	4/6/2024	106.0199
STRYKER	28	1/25/2018	87766911	1/15/2019	5,657,619	1/15/2029	
Sublitech	25	8/13/2018					
Surface Lift Technology	25	11/14/2018	88190621				
Technoflex	28	6/2/1994	74532384	6/10/1997	2070189	6/10/2027	106.0002
Thresher	25	11/22/2016	87245897				
Torque Elite	25	8/16/2013	86040506	6/21/2016	4983588	6/21/2016	106.0476
Torque Pro	25, 22, 39	8/16/2013	86,069,156	6/21/2016	498361	6/21/2026	

Tracer Light	25	2/11/2008	77393971	11/10/2009	3709477		106.0221
TYR (stylized with/without miscellaneous mark)	25,28	5/3/2018		5/3/1988	1,486,948	5/3/2028	
TYR (bags)	18	5/17/2012	85628377	12/11/2012	4257716	12/11/2022	106.0465
TYR (clothing)	25, 28	2/26/1987	73646651	9/22/1987	1458467	5/20/2027	106.0132
TYR (energy bars, drinks)	5,32	1/6/2012	85510961	5/31/2016	4968977	5/31/2026	106.0454
TYR (marketing services)	35	4/17/2002	76397630	5/18/2004	2842240	5/18/2024	106.0332
TYR Endurance Sport	32	12/21/2012	85809038	3/15/2016	4918462	3/15/2026	106.0445
TYR Fusion 2	25	10/20/2003	76552667	6/6/2006	3101184	6/6/20206	106.0346
TYR Hurricane	25	8/31/2009	77816383	10/11/2016	5059717	10/11/2026	106.0429
TYR Pink	9,18,25	4/3/2012	85588280	12/17/2013	4,451,969	12/17/2023	106.0464
TYR.com	35	4/29/2008	77461174	3/30/2010	3768232	3/30/2020	106.0207