

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTN OPS, LLC		12/21/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	East West Bank, as Agent		
Street Address:	135 N. Los Robles Avenue, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	6169391	MTN OPS ELECTROLYTE	
Registration Number:	6168522	MTN OPS DIALED	
Registration Number:	6168524	MTN OPS IMMUNE	
Registration Number:	5949885	CONQUER MORE	
Registration Number:	6156147	OPERATION CONQUER HUNGER	
Registration Number:	5769891	MTN OPS SLUMBER	
Registration Number:	6036137	MTN OPS IGNITE	
Registration Number:	5769587	CONQUER YOUR UNKNOWN	
Registration Number:	5606918	MTN OPS ENDURO	
Registration Number:	5611056	MTN OPS OX	
Registration Number:	5606848	SOLITUDE	
Registration Number:	5606847	MTN OPS AMMO	
Registration Number:	5606853	DEFUSE	
Registration Number:	5673168	MTN OPS MAGNUM	
Registration Number:	5606854	MTN OPS BIOTICS	
Registration Number:	5310720	ELK FIT	
Registration Number:	5357485	YETI	
Registration Number:	4935221	MO	
Registration Number:	4731639	MTN OPS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4723398	MTN OPS
Serial Number:	90201675	MTN OPS INSTA-GAITER
Serial Number:	90079489	MTN OPS
Serial Number:	88855464	LIBERTY POP
Serial Number:	88197959	OPERATION CONQUER HUNGER MTN MO OPS
Serial Number:	88180091	MTN OPS BLAZE

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332779-64
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/26/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 21, 2020 (the “**Effective Date**”) by MTN OPS, LLC, a Utah limited liability company (the “**Grantor**”) in favor of East West Bank for the benefit of the several banks and other lenders (the “**Lenders**”) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of December 21, 2020 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantor, MTN OPS Holdings, LLC, a Delaware limited liability company (“**Holdings**”) and certain Subsidiaries of the Grantor or Holdings party thereto from time to time, in favor of the Agent, and that certain Credit Agreement, dated as of December 18, 2020 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, Holdings, the several banks and other lenders from time to time party thereto (the “**Lenders**”), and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, “**Trademark(s)**”),
- (2) all income, royalties, damages and payments now

and hereafter due and/or payable with respect to any Trademark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.


Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

Section 7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

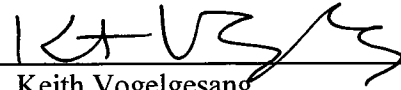
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IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

MTN OPS, LLC,
a Utah limited liability company

By: 
Name: Trevor Farnes
Title: President, Chief Executive Officer and
Secretary

EAST WEST BANK, as Agent

By: 
Name: Keith Vogelgesang
Title: Senior Vice President

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
MTN OPS INSTA-GAITER	90201675	9/22/2020	--	--	Pending	MTN OPS LLC
MTN OPS	90079489	7/29/2020	--	--	Pending	MTN OPS LLC
MTN OPS ELECTROLYE	88866452	4/9/2020	6169391	10/6/2020	Registered	MTN OPS, LLC
LIBERTY POP	88855464	4/1/2020	--	--	Pending	MTN OPS, LLC
MTN OPS DIALED	88841513	3/20/2020	6168522	10/6/2020	Registered	MTN OPS, LLC
MTN OPS IMMUNE	88841515	3/20/2020	6168524	10/6/2020	Registered	MTN OPS, LLC
CONQUER MORE	88478209	6/18/2019	5949885	12/31/2019	Registered	MTN OPS, LLC
OPERATION CONQUER HUNGER	88251888	1/7/2019	6156147	9/22/2020	Registered	MTN OPS, LLC
MTN OPS SLUMBER	88251925	1/7/2019	5769891	6/4/2019	Registered	MTN OPS, LLC
OPERATION CONQUER HUNGER MTN OPS	88197959	11/19/2018	--	--	Pending	MTN OPS, LLC
MTN OPS IGNITE	88181387	11/5/2018	6036137	4/21/2020	Registered	MTN OPS, LLC
MTN OPS BLAZE	88180091	11/2/2018	--	--	Pending	MTN OPS, LLC
CONQUER YOUR UNKNOWN	88177920	11/1/2018	5769587	6/4/2019	Registered	MTN OPS, LLC
MTN OPS ENDURO	87864856	4/5/2018	5606918	11/13/2018	Registered	MTN OPS, LLC
MTN OPS OX	87863306	4/4/2018	5611056	11/20/2018	Registered	MTN OPS, LLC
SOLITUDE	87863324	4/4/2018	5606848	11/13/2018	Registered	MTN OPS, LLC
MTN OPS AMMO	87863319	4/4/2018	5606847	11/13/2018	Registered	MTN OPS, LLC
DEFUSE	87863358	4/4/2018	5606853	11/13/2018	Registered	MTN OPS, LLC
MTN OPS MAGNUM	87863349	4/4/2018	5673168	2/12/2019	Registered	MTN OPS, LLC
MTN OPS BIOTICS	87863373	4/4/2018	5606854	3/13/2018	Registered	MTN OPS, LLC
ELK FIT	87384076	3/24/2017	5310720	10/17/2017	Registered	MTN OPS, LLC
YETI	86849086	12/15/2015	5357485	12/19/2017	Registered	MTN OPS
MO	86599219	4/16/2015	4935221	4/12/2016	Registered	MTN OPS
MTN OPS	86460904	11/21/2014	4731639	5/5/2015	Registered	MTN OPS
MTN OPS	86390203	9/10/2014	4723398	4/21/2015	Registered	MTN OPS