## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM793511

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900742089	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cascade Maverik Lacrosse, LLC		11/22/2022	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	225 Franklin St.
Internal Address:	MA1-225-02-05
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2163794	С
Registration Number:	2134634	С
Registration Number:	2068695	CASCADE
Registration Number:	2923430	CPX
Registration Number:	2513634	
Registration Number:	4119969	
Registration Number:	4119968	
Registration Number:	4119967	
Registration Number:	4116626	
Registration Number:	4116625	
Registration Number:	4116624	
Registration Number:	4116623	
Registration Number:	4116622	
Registration Number:	5993772	
Registration Number:	2866570	IRIS
Registration Number:	6426713	LX
Registration Number:	3752656	
		TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	3655902	MAVERIK LACROSSE
Registration Number:	3911414	SHARK GEL
Registration Number:	3345607	WONDER BOY

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	001740.00306
NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/mp
DATE SIGNED:	03/10/2023

#### **Total Attachments: 4**

source=Peak - Notice of Grant of Security Interest in Trademarks (Cascade Maverik Lacrosse LLC)#page1.tif source=Peak - Notice of Grant of Security Interest in Trademarks (Cascade Maverik Lacrosse LLC)#page2.tif source=Peak - Notice of Grant of Security Interest in Trademarks (Cascade Maverik Lacrosse LLC)#page3.tif source=Peak - Notice of Grant of Security Interest in Trademarks (Cascade Maverik Lacrosse LLC)#page4.tif

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# NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Cascade Maverik Lacrosse, LLC (the "Grantor") with principal offices at 100 Domain Drive, Exeter, NH 03833, hereby pledges and grants to Bank of America, N.A., as Collateral Agent (the "Grantee"), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) (a) all trademarks, service marks, certification marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including without limitation any of the foregoing set forth in Schedule A hereto, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, and all other Proceeds (as such term is defined in the Security Agreement referred to below), (f) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (g) rights corresponding thereto throughout the world, (collectively, the "Trademark Collateral"); provided that the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

THIS GRANT (this "Grant") is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the U.S. Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of November 7, 2019 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the Permitted Split Lien Intercreditor Agreement (as defined in the Security Agreement), if any, in all respects and, in the event of any conflict between the terms of any Permitted Split Lien Intercreditor Agreement and this Grant, the terms of such Permitted Split Lien Intercreditor Agreement shall govern.

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TRADEMARK REEL: 007999 FRAME: 0460 Cascade Maverik Lacrosse, LLC, Grantor

DocuSigned by:

By:

~ CE74D1D805C9455

Name: Joseph Robinson
Title: Chief Financial Officer

# SCHEDULE A

# 1. Registered Trademarks:

## Cascade Maverik Lacrosse, LLC

Country	Trademark	Filing Date	App. No.	Reg. Date	Reg. No.
			4240064	0.7.7.1.2010	
Canada	MAVERIK LACROSSE	27-Mar-2007	1340961	06-Jul-2010	TMA771298
USA	C Design	22-Apr-1997	75-279004	09-Jun-1998	2163794
USA	C Design	22-Apr-1997	75-279135	03-Feb-1998	2134634
USA	CASCADE	14-Nov-1995	75-020602	10-Jun-1997	2068695
USA	CPX	12-Feb-2004	78-366695	01-Feb-2005	2923430
USA	Helmet Design 1	20-Mar-1997	75-261595	04-Dec-2001	2513634
USA	Helmet Design 2	19-Aug-2009	77-807671	03-Apr-2012	4119969
USA	Helmet Design 3	19-Aug-2009	77-807667	03-Apr-2012	4119968
USA	Helmet Design 4	19-Aug-2009	77-807660	03-Apr-2012	4119967
USA	Helmet Design 10	24-Jul-2009	77-788929	27-Mar-2012	4116626
USA	Helmet Design 11	24-Jul-2009	77-788908	27-Mar-2012	4116625
USA	Helmet Design 12	24-Jul-2009	77-788875	27-Mar-2012	4116624
USA	Helmet Design 13	24-Jul-2009	77-788757	27-Mar-2012	4116623
USA	Helmet Design 14	24-Jul-2009	77-788722	27-Mar-2012	4116622
USA	Helmet Design 15	14-Dec-2018	88-229364	25-Feb-2020	5993772

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Country	Trademark	Filing Date	App. No.	Reg. Date	Reg. No.
USA	IRIS	15-Nov-2002	78-185569	27-Jul-2004	2866570
USA	LX	28-Oct-2020	90-284708	20-Jul-2021	6426713
USA	M Design	02-Apr-2007	77-145851	23-Feb-2010	3752656
USA	MAVERIK LACROSSE (Stylized & Design)	14-Dec-2004	78-532096	14-Jul-2009	3655902
USA	SHARK GEL	24-Oct-2007	77-312233	25-Jan-2011	3911414
USA	WONDER BOY	04-Nov-2005	78-747065	27-Nov- 2007	3345607

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**RECORDED: 01/04/2023**