

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North Sails Group LLC		11/22/2023	Limited Liability Company: DELAWARE
Southern Spars Group, LLC		11/22/2023	Limited Liability Company: DELAWARE
North Cuben Fiber, LLC		11/22/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn St. Floor L2
Internal Address:	Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2921918	HALL
Serial Number:	97436113	NS NORTH SAILS
Registration Number:	1214883	NORTH SAILS
Registration Number:	1447568	NORLAM
Registration Number:	1883633	3DL
Serial Number:	97436132	
Registration Number:	6925155	NORTH
Serial Number:	97436145	NORTH
Registration Number:	2111604	NORTH SAILS
Registration Number:	1009955	NS NORTH SAILS
Registration Number:	2108210	NS NORTH SAILS
Registration Number:	2845778	N S NORTH SAILS
Serial Number:	97438795	NORTH SAILS
Registration Number:	6789836	NORTH KITEBOARDING

OP \$715.00 2921918

Property Type	Number	Word Mark
Registration Number:	3803459	IL NORTH KITEBOARDING
Registration Number:	5370449	NS
Registration Number:	5370450	NS
Serial Number:	97436236	N S
Serial Number:	97671957	NORTH U
Registration Number:	5429841	NORDAC
Registration Number:	5105661	3DI
Registration Number:	5117479	3DI RAW
Registration Number:	5432437	3DI RAW
Registration Number:	7090001	YACHT SCORING
Registration Number:	7090032	YACHT SCORING
Registration Number:	3315215	CUBEN FIBER
Registration Number:	2869999	
Registration Number:	2870000	SOUTHERN SPARS

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: 6172485000
Email: tadmin@choate.com
Correspondent Name: Choate Hall & Stewart LLP
Address Line 1: Two International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2011745-0018
NAME OF SUBMITTER:	Brian E. Reese
SIGNATURE:	/Brian E. Reese/
DATE SIGNED:	11/27/2023

Total Attachments: 19

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS is entered into as of November 22, 2023 (this “Confirmatory Grant”), among North Sails Group, LLC, a Delaware limited liability company, Southern Spars Group, LLC, a Delaware limited liability company, North Cuben Fiber, LLC, a Delaware limited liability company (each a “Grantor”, and collectively, the “Grantors”), and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to the Credit Agreement, dated as of November 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among NSG (Bermuda) LP, a Bermuda exempted limited partnership having legal personality (“Holdings”), North Technology Group, LLC, a Wisconsin limited liability company (“NTG”), North ActionSports B.V., a company incorporated under Netherlands law (together with NTG, the “Borrowers”), the other Loan Parties (as defined therein) party thereto from time to time, the Administrative Agent, and the Lenders (as defined therein) party thereto from time to time, providing for, among other things, a term loan and revolving credit facility subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors, among others, have entered into that certain Pledge and Security Agreement, dated as of November 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Pledge and Security Agreement requires the Grantors to execute and deliver this Confirmatory Grant.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

SECTION 1. Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment and performance of the Secured Obligations, each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and in all of the following property of such Grantor:

- (a) all Trademarks owned by such Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto, but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto (the “Trademark Collateral”);
- (b) all Patents owned by such Grantor, including, without limitation, the patents and patent applications referred to in Schedule II hereto (the “Patent Collateral”);
- (c) all Copyrights owned by such Grantor, including, without limitation, the copyright applications and registrations referred to in Schedule III hereto (the “Copyright Collateral”, and together with the Trademark Collateral and Patent Collateral, the “Intellectual Property Collateral”; provided that, for the avoidance of doubt, the Intellectual Property Collateral shall not include any Excluded Assets); and

(d) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Confirmatory Grant and the Pledge and Security Agreement (or any portion hereof or thereof), the terms of the Pledge and Security Agreement shall prevail.

SECTION 4. Termination. This Confirmatory Grant shall terminate, and the Lien on and security interest in the Intellectual Property Collateral shall be released, upon termination of the Credit Agreement pursuant to its express terms and Payment in Full of all Secured Obligations.

SECTION 5. Governing Law. This Confirmatory Grant shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Confirmatory Grant may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Confirmatory Grant by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

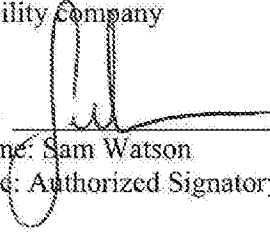
SECTION 7. Release. At the time provided in Section 7.21 of the Pledge and Security Agreement or upon the occurrence of an event expressly permitted by the Credit Agreement that would result in the release of all or a portion of the Intellectual Property Collateral, all or such applicable portion of the Intellectual Property Collateral shall be automatically released from the Lien created hereby, all without delivery of any instrument or performance of any act by any party, and all rights to such Intellectual Property Collateral shall revert to the applicable Grantor. At the request of applicable Grantor following any such termination, the Administrative Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[Signature Pages Follow]

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

GRANTORS:

NORTH SAILS GROUP, LLC, a Delaware limited liability company

By: 
Name: Sam Watson
Title: Authorized Signatory

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

GRANTORS:

SOUTHERN SPARS GROUP, LLC, a Delaware
limited liability company

By: 

Name: Sam Watson

Title: Authorized Signatory

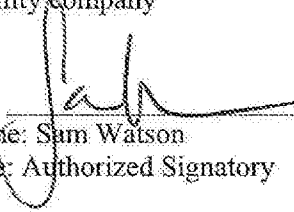
[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008269 FRAME: 0143

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

GRANTORS:

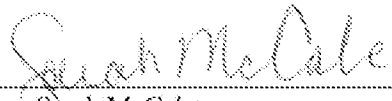
NORTH CUBEN FIBER, LLC, a Delaware limited liability company

By: 
Name: Sam Watson
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008269 FRAME: 0144


JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 
Name: Sarah McCabe
Title: Vice President

[Signature Page to Confirmatory Grant]


Schedule I
Trademarks

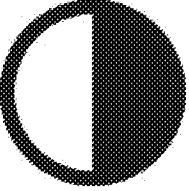
<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date / Expiry Date</u>	<u>Status</u>
North Sails Group, LLC	AUSTRALIA	NORTH	2038504	June 22, 2020	REGISTERED
North Sails Group, LLC	AUSTRALIA	NORTH	1982560	December 2, 2019	REGISTERED
North Sails Group, LLC	AUSTRALIA	NORTH SAILS	470187	July 27, 1990	REGISTERED
North Sails Group, LLC	AUSTRALIA	NORTH SAILS	716981	September 9, 1996	REGISTERED
North Sails Group, LLC	AUSTRALIA	NS NORTH SAILS and Design	285371	February 25, 1975	REGISTERED
North Sails Group, LLC	AUSTRALIA	NS NORTH SAILS and Design	716982	September 9, 1996	REGISTERED
North Sails Group, LLC	AUSTRALIA	NORTH KITEBOARDING	1966718	December 10, 2019	REGISTERED
North Sails Group, LLC	AUSTRALIA	N NORTH KITEBOARDING and Design	1418915	April 4, 2011	REGISTERED

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
North Sails Group, LLC	AUSTRALIA	YACHT SCORING	2280731	June 30, 2022	PENDING
North Sails Group, LLC	AUSTRALIA	NORTH SAILS	2311439	October 31, 2022	REGISTERED
North Sails Group, LLC	AUSTRALIA	NORTH	2311441	October 31, 2022	REGISTERED
North Sails Group, LLC	AUSTRALIA		2311449	January 23, 2023	REGISTERED
North Sails Group, LLC	NEW ZEALAND	NORTH SAILS	266804	September 10, 2027	REGISTERED
North Sails Group, LLC	NEW ZEALAND	NORTH SAILS	266803	September 10, 2027	REGISTERED
North Sails Group, LLC	NEW ZEALAND	NS NORTH SAILS and Design	114674	February 11, 2031	REGISTERED
North Sails Group, LLC	NEW ZEALAND	NS NORTH SAILS and Design	266805	September 10, 2027	REGISTERED
North Sails Group, LLC	NEW ZEALAND	NS NORTH SAILS and Design	271578	January 15, 2024	REGISTERED

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
North Sails Group, LLC	NEW ZEALAND	YACHT SCORING	1214026	January 18, 2032	REFISTERED
North Sails Group, LLC	NEW ZEALAND	NORTH SAILS	1223030	June 1, 2032	REGISTERED
North Sails Group, LLC	NEW ZEALAND	NORTH	1223031	May 31, 2032	REGISTERED
North Sails Group, LLC	NEW ZEALAND		1223032	May 31, 2032	REGISTERED
North Sails Group, LLC	SRI LANKA	NS NORTH SAILS and Design	62498	November 1, 1991	REGISTERED
North Sails Group, LLC	SRI LANKA	NS NORTH SAILS and Design	164649	November 26, 2019	REGISTERED
North Sails Group, LLC	SRI LANKA	NS NORTH SAILS and Design	62497	November 1, 1991	REGISTERED
North Sails Group, LLC	SRI LANKA	NS NORTH SAILS and Design	88559	July 15, 1998	REGISTERED
North Sails Group, LLC	UNITED KINGDOM	NORTH SAILS	1392371	May 22, 1992	REGISTERED

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
North Sails Group, LLC	UNITED KINGDOM	NORTH SAILS	1392373	May 18, 1992	REGISTERED
North Sails Group, LLC	UNITED KINGDOM	3DL	1560183	January 25, 1994	REGISTERED
North Sails Group, LLC	UNITED KINGDOM	TRUE			Assigned to Boards & More
North Sails Group, LLC	UNITED KINGDOM	3DI	UK00913756911	July 30, 2015	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	3DI RAW	UK00914980643	November 12, 2018	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	3DI RAW and Design	UK00917772435	November 14, 2018	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	3DL	UK00900911438	November 19, 1999	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	GATORBACK	UK00902533461	February 5, 2004	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NORTH	UK00918007148	May 25, 2019	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NORTH SAILS	UK009000081638	January 20, 1999	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NS NORTH SAILS and Design	UK009000081596	January 20, 1999	REGISTERED (Brexit)




Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
North Sails Group, LLC	UNITED KINGDOM	NORTH SAILS Logo (no letters)	UK00901033307	July 27, 2000	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NS NORTH SAILS and Design	UK00903642428	May 25, 2005	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	N Design	UK00906338511	November 13, 2008	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NS NORTH SAILS and Design (color)	UK00917162918	December 26, 2017	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NORTH KITEBOARDING and Design	UK00905862115	February 21, 2008	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NORTH KITEBOARDING	UK00905860952	February 21, 2008	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NS and Circle Design	UK00913914874	July 30, 2015	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NS and Design	UK00913914882	July 29, 2015	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM	NORTH SAILS	UK00003842960	March 17, 2023	REGISTERED (Brexit)
North Sails Group, LLC	UNITED KINGDOM		UK00003842945	March 17, 2023	REGISTERED

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
Southern Spars Group, LLC	USA	HALL	2921918	February 1, 2005	REGISTERED
North Sails Group, LLC	USA	NS NORTH SAILS and Design	97436113 ¹	May 31, 2022	Application/ Live
North Sails Group, LLC	USA	NORTH SAILS	1214883	March 12, 1982	Live
North Sails Group, LLC	USA	NORLAM	1447568	July 14, 1987	Live
North Sails Group, LLC	USA	3DL	1883633	March 14, 1995	Live
North Sails Group, LLC	USA		97436132 ²	May 31, 2022	Live
North Sails Group, LLC	USA	NORTH	6925155	December 13, 2022	Live
North Sails Group, LLC	USA	NORTH	97436145 ³	May 31, 2022	Live






¹ Note to Draft: Intent-to-use mark.

² Note to Draft: Intent-to-use mark.


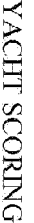
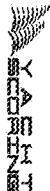
³ Note to Draft: Intent-to-use mark.

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
North Sails Group, LLC	USA	NORTH SAILS	2111604	November 11, 1997	Live
North Sails Group, LLC	USA		1009955	May 6, 1975	Live
North Sails Group, LLC	USA		2108210	October 28, 1997	Live
North Sails Group, LLC	USA		2845778	May 25, 2004	Live
North Sails Group, LLC	USA	NORTH SAILS	97438795 ⁴	June 1, 2022	Live

⁴ Note to Draft: Intent-to-use mark.

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
North Sails Group, LLC	USA	 NORTH SAILS	97/436,113	May 31, 2022	Live
North Sails Group, LLC	USA	NORTH KITEBOARDING	6789836	July 12, 2022	Live
North Sails Group, LLC	USA		3803459	June 15, 2010	Live
North Sails Group, LLC	USA		5370449	January 2, 2018	Live
North Sails Group, LLC	USA		5370450	January 2, 2018	Live
North Sails Group, LLC	USA		97436236 ⁵	May 31, 2022	Live

⁵ Note to Draft: Intent-to-use mark.

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
North Sails Group, LLC	USA	NORTH U	97671957 ⁶	November 7, 2023	Live
North Sails Group, LLC	USA	NORDAC	5429841	March 20, 2018	Live
North Sails Group, LLC	USA	3DI	5105661	December 20, 2016	Live
North Sails Group, LLC	USA	3DI RAW	5117479	January 10, 2017	Live
North Sails Group, LLC	USA		5432437	March 27, 2018	Live
North Sails Group, LLC	USA		7090001	June 27, 2023	Live
North Sails Group, LLC	USA		7090032	June 27, 2023	Live
North Cuben Fiber, LLC	USA	CUBEN FIBER	3315215	October 23, 2007	Live
Southern Spars Group, LLC	AUSTRALIA	HALL and Design	1235037	April 15, 2008	Registered

⁶ Note to Draft: Intent-to-use mark.

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
Southern Spars Group, LLC	AUSTRALIA	SOUTHERN SPARS and Design	869147	November 7, 2001	Registered
Southern Spars Group, LLC	AUSTRALIA	HALL and Design	1235037	April 15, 2008	Registered
Southern Spars Group, LLC	AUSTRALIA	HALL and Design	1235037	April 15, 2008	Registered
Southern Spars Group, LLC	NEW ZEALAND	SOUTHERN SPARS and Design	1181874	June 28, 2022	Registered
Southern Spars Group, LLC	NEW ZEALAND	SOUTHERN and Design	205318	July 6, 1994	Registered
Southern Spars Group, LLC	NEW ZEALAND	HALL and Design	787372	April 10, 2008	REGISTERED
Southern Spars Group, LLC	NEW ZEALAND	HALL and Design	790157	May 28, 2008	REGISTERED
Southern Spars Group, LLC	UK	HALL and Design	UK00902681864	April 21, 2008	Registered
Southern Spars Group, LLC	UK	SOUTHERN SPARS and Design	UK00902123339	February 5, 2003	Registered
Southern Spars Group, LLC	USA	MISCELLANEOUS Design	2869999	August 3, 2004	Registered

Owner	Country	Trademark	Registration / Application No.	Registration / Filing Date / Expiry Date	Status
Southern Spars Group, LLC	USA	SOUTHERN SPARS	2870000	August 3, 2004	Registered
Southern Spars Group, LLC	USA	HALL and Design	2921918	November 16, 2001	Registered

Schedule II
Patents

<u>Owner</u>	<u>Country</u>	<u>Patent</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>
SOUTHERN SPARS GROUP, LLC	USA	7540250	11/475,464	June 26, 2006	Active
North Sails Group, LLC	USA	7479200	10/521,160	July 20, 2006	Active
North Sails Group, LLC	USA	7886777 B2	12/277,183	November 24, 2008	Active
North Sails Group, LLC	USA	8181587 B2	12/274,214	November 19, 2008	Active
North Sails Group, LLC	USA	8709186 B2	12/274,307	November 19, 2008	Active

Schedule III
Copyrights

<u>Owner</u>	<u>Country</u>	<u>Copyright</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>
North Sails Group, LLC	USA	VENUS STARGATE LABYRINTH	VA0002195126	August 13, 2019	Active