

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aqua-Leisure Recreation, LLC		01/29/2024	Limited Liability Company: DELAWARE
Kwik Tek Inc. d/b/a Airhead Sports Group		01/29/2024	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6760952	AQUA SLEEVE	
Registration Number:	6641241		
Registration Number:	7072526	EYE POP	
Registration Number:	6971758	LEVEL 2 PROMOTING SWIM CONFIDENCE	
Registration Number:	4643472	YUKON CHARLIE'S	
Registration Number:	6634847	YUKON CHARLIE'S	
Serial Number:	98206688	AQUA LEISURE	
Serial Number:	97812378	DELUXE TOT TRAINER	
Serial Number:	97807935	HULL HUGR	
Serial Number:	98206504	NEO FLEX	
Serial Number:	97908708	SPLITBACK	
Serial Number:	97908653	TARGA	
Serial Number:	97908691	TOWABLE TAILGATE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	6178242020		
<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>			
		TRADEMARK	

CH \$340.00 6760952

Phone: 617-488-8100
Email: trademark@pierceatwood.com
Correspondent Name: William L. Worden / Pierce Atwood LLP
Address Line 1: 100 Summer St., 22nd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 1902/9725

NAME OF SUBMITTER: William L. Worden, Esq.

SIGNATURE: /William L. Worden/

DATE SIGNED: 01/29/2024

Total Attachments: 5

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**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Confirmatory Grant") is made effective as of January 29, 2024 by and from Aqua-Leisure Recreation, LLC, a Delaware limited liability company (the "Aqua Borrower"), and Kwik Tek Inc. d/b/a Airhead Sports Group, a Colorado corporation ("Kwik Tek"), and together with Aqua Borrower, the "Grantors" and each a "Grantor"), to and in favor of KEYBANK NATIONAL ASSOCIATION (the "Grantee") for itself and as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, Recreational Products Consolidation Company, LLC, a Delaware limited liability company ("Holdings"), the Aqua Borrower, FLOAT ACQUISITION CORP., a Delaware corporation (the "Float Borrower"), and together with the Aqua Borrower, collectively, the "Borrowers" and each, a "Borrower"), certain subsidiaries of Holdings party thereto, the lenders party thereto and KeyBank National Association, as Administrative Agent and Collateral Agent, have entered into the First Lien Credit and Guaranty Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers, Holdings, and certain subsidiaries of Holdings have entered into the First Lien Pledge and Security Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, each Grantor owns certain Trademarks, including but not limited to those Trademarks listed on Exhibit A attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2) **The Security Interest.**

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of each Grantor. Upon the indefeasible payment in full in cash of all Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted), the Grantee shall promptly, upon such satisfaction, execute, acknowledge and deliver to each Grantor all reasonably requested instruments

in writing releasing the security interest in the Patents that are the subject of this Confirmatory Grant.

(b) Each Grantor hereby grants to the Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks constituting Collateral now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** Each Grantor authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

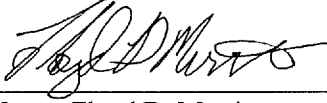
6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

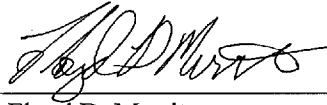
AQUA-LEISURE RECREATION, LLC,
a Delaware limited liability company

By: KeyBank National Association, as Collateral Agent
Under Power of Attorney

By: 
Name: Floyd D. Merrit
Title: Senior Vice President

KWIK TEK INC.

By: KeyBank National Association, as Collateral Agent
Under Power of Attorney

By: 
Name: Floyd D. Merrit
Title: Senior Vice President

IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

KEYBANK NATIONAL ASSOCIATION

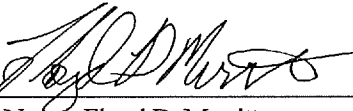
By: 
Name: Floyd D. Merritt
Title: Senior Vice President

Exhibit A

TRADEMARK				
Trademarks	Filing Date	Serial Number	Registration No.	
AQUA SLEEVE	14-Jan-20		6760952	
CARIBOU (logo)	22-Dec-20		6641241	
EYE POP (logo)	12-Apr-22		7072526	
LEVEL 2 (LOGO)	22-Nov-21		6971758	
YUKON CHARLIE'S (logo)	11-Sep-13		4643472	
YUKON CHARLIE'S (stylized)	22-Oct-20		6634847	
AQUA (logo)	2-Oct-23	98206688		
DELUXE TOT TRAINER	26-Feb-23	97812378		
HULL HUGR	23-Feb-23	97807935		
NEO FLEX	2-Oct-23	98206504		
SPLITBACK	26-Apr-23	97908708		
TARGA	26-Apr-23	97908653		
TOWABLE TAILGATE TECHNOLOGY	26-Apr-23	97908691		