900866086

06/26/2024

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI322096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COOLEY, INCORPORATED		06/24/2024	Corporation: RHODE ISLAND
COOLEY GROUP HOLDINGS, INC.		06/24/2024	Corporation: DELAWARE
K2 BUYER, INC.		06/24/2024	Corporation: DELAWARE
COOLEY, INC.		06/24/2024	Corporation: CANADA
K2 HOLDING, INC.		06/24/2024	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	BANK OF AMERICA, N.A.
Street Address:	100 FEDERAL STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	2385362	ARMOR SHELL
Registration Number:	3689959	ARMORSEAL
Registration Number:	3153948	C3
Registration Number:	1675104	COOLTHANE
Registration Number:	4232956	COOLTHANE
Registration Number:	2905583	COOLEY
Registration Number:	1595450	COOLEY BRITE
Registration Number:	1588430	COOLEY MAGIC
Registration Number:	3189721	COOLEY/GROUP
Registration Number:	2037161	COOLEY-LITE
Registration Number:	2030369	COOLFLEX
Registration Number:	2870249	COOLGRIP
Registration Number:	1715875	COOLGUARD
Registration Number:	5537335	COOLGUARD OASIS
Registration Number:	5698942	COOLGUARD SKX
,	•	TRADEMARK ——

IRADEMARK

REEL: 008501 FRAME: 0064

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Property Type	Number	Word Mark
Registration Number:	2537626	COOLMESH
Registration Number:	3422172	COOLPRO
Registration Number:	3681142	COOLSHIELD
Registration Number:	6281891	COOLTECT
Registration Number:	2649720	DOCKGARD
Registration Number:	3699857	ENVIROFLEX
Registration Number:	7375018	MARINETYTE
Registration Number:	5565002	MEDGUARD
Registration Number:	4051237	SAFE GUARD BARRIER SYSTEMS
Registration Number:	2164234	SOFFTICK
Registration Number:	3667323	STORMFLEX
Registration Number:	2357520	TXN
Registration Number:	2253395	UNIPLY
Registration Number:	1752616	V-CARE
Registration Number:	1758409	VINA GARD
Registration Number:	1734895	VINA TOP
Registration Number:	2511662	VINAGYM
Registration Number:	1987940	VINTEX
Registration Number:	2013040	VINTEX
Registration Number:	3158318	WEATHERTYTE
Registration Number:	3081028	WEATHERTYTE
Registration Number:	4224695	WEATHERTYTE
Registration Number:	4198496	WHERE SUSTAINABLE CHEMISTRY MAKES THE DIFFERENCE
Serial Number:	98181991	COOLEYCUFF

### **CORRESPONDENCE DATA**

**Fax Number:** 8006211919

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:** 8007130755

**Email:** Results-UCCTeam6@wolterskluwer.com

Correspondent Name: CT CORP

Address Line 1:4400 EASTON COMMONSAddress Line 2:SUITE 125 #99478843TFAddress Line 4:COLUMBUS, OHIO 43219

ATTORNEY DOCKET NUMBER:	99478843
NAME OF SUBMITTER:	Terri Faulks
SIGNATURE:	Terri Faulks
DATE SIGNED:	06/26/2024

# Total Attachments: 13 source=Cooley Trademark Filing USPTO#page7.tiff source=Cooley Trademark Filing USPTO#page1.tiff source=Cooley Trademark Filing USPTO#page11.tiff source=Cooley Trademark Filing USPTO#page12.tiff source=Cooley Trademark Filing USPTO#page10.tiff source=Cooley Trademark Filing USPTO#page4.tiff source=Cooley Trademark Filing USPTO#page8.tiff source=Cooley Trademark Filing USPTO#page2.tiff source=Cooley Trademark Filing USPTO#page13.tiff source=Cooley Trademark Filing USPTO#page3.tiff source=Cooley Trademark Filing USPTO#page9.tiff source=Cooley Trademark Filing USPTO#page9.tiff source=Cooley Trademark Filing USPTO#page5.tiff source=Cooley Trademark Filing USPTO#page5.tiff

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)  Additional pages, addresses, or attracted 2. Yes
COOLEY, INCORPORATED	Additional names, addresses, or citizenship attached? No
	Name: Bank of America, N.A.
Individual(s) Association	Street Address: 100 Federal Street
Partnership Limited Partnership	City: Boston
Corporation- State: Rhode Island	State: MA
Other	Country:USA Zip: 02110
Citizenship (see guidelines)Rhode Island	Individual(s) Citizenship
Additional names of conveying parties attached? Yes No	
3. Nature of conveyance/Execution Date(s) :	Partnership Citizenship
Execution Date(s) <sup>06/24/24</sup>	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
	Other Citizenship
Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Other	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  Text	d identification or description of the Trademark.  B. Trademark Registration No.(s)
A. Trademark Application No.(5)	See Attached
See Attached	Additional sheet(s) attached? Yes No
C. Identification or Description of Trademark(s) (and Filing	
5. Name & address of party to whom correspondence	
concerning document should be mailed:	6. Total number of applications and registrations involved:
Name:LeeAnna Diffley	
Internal Address: Otterbourg, P.C.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 230 Park Avenue	Authorized to be charged to deposit account
	LI Enclosed
City:New York	8. Payment Information:
State: New York Zip: 10169	
Phone Number: 212-905-3604	Daniell A. v. (A)
Docket Number:	Deposit Account Number
Email Address:\diffley@otterbourg.com	Authorized User Name
9. Signature: July a Holde	6/25/24
Signature/	Date
LeeAnna Diffley	Total number of pages including cover sheet, attachments, and document:
Name of Person Signing	and annual to the deconitions

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

### **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 24, 2024, is by and among COOLEY, INCORPORATED, a Rhode Island corporation ("Cooley US"), COOLEY GROUP HOLDINGS, INC., a Delaware corporation ("Cooley Holdings"), K2 BUYER, INC., a Delaware corporation ("K2 Buyer"), COOLEY, INC., an Ontario corporation ("Cooley CAN") and K2 HOLDING, INC., a Delaware corporation ("Parent"; and together with Cooley CAN, Cooley US, Cooley Holdings and K2 Buyer, individually and collectively the "Debtor") and BANK OF AMERICA, N.A., a national banking association (together with its successors and assigns, the "Secured Party").

### **RECITALS:**

**ACCORDINGLY**, in consideration of the mutual covenants contained in the Loan Agreement and other Loan Documents and herein, the parties hereby agree as follows:

- 1. <u>Definitions</u>. All terms used in this Agreement but not defined shall have the meanings given to such terms in the Loan Agreement. In addition, the following terms have the meanings set forth below:
- "Copyrights" means the copyright registrations, applications and exclusive copyright licenses set forth in Exhibit A.
  - "IP Collateral" means all Copyrights, Patents and Trademarks.
- "Loan Agreement" means that certain Loan and Security Agreement, dated the date hereof, by and among Cooley US, Cooley Holdings, K2 Buyer, Cooley CAN, as the borrowers thereunder, and Secured Party, as the lender thereunder (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).
- "Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.
  - "Security Interest" has the meaning given in Section 2.
- "Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit C.**
- 2. Security Interest. Each Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the IP Collateral, to secure payment of the Obligations. As set forth in the Loan Agreement and other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the

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personal property of the Debtors and the other Obligors, including, without limitation, Intellectual Property of the Debtors and other Obligors registered in jurisdictions outside the United States.

- 3. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees as follows:
  - (a) Authority. This Agreement has been duly and validly authorized by all necessary action on the part of such Debtor.
  - (b) Copyrights. Exhibit A accurately lists all registered Copyrights owned by such Debtor as of the date hereof and accurately reflects in all material respects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. Concurrently with the delivery of each Compliance Certificate, each Debtor shall provide an update to Exhibit A reflecting any Copyrights acquired since the date of the last Compliance Certificate (or in the case of the first Compliance Certificate delivered following the Closing Date, since the Closing Date), which upon acceptance by the Secured Party shall become part of this Agreement.
  - (c) Patents. Exhibit B accurately lists all Patents owned by the Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. Concurrently with the delivery of each Compliance Certificate, each Debtor shall provide an update to Exhibit B reflecting any Patents acquired since the date of the last Compliance Certificate (or in the case of the first Compliance Certificate delivered following the Closing Date, since the Closing Date), which upon acceptance by the Secured Party shall become part of this Agreement.
  - (d) Trademarks. Exhibit C accurately lists all Trademarks owned by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. Concurrently with the delivery of each Compliance Certificate, each Debtor shall provide an update to Exhibit C reflecting any Trademarks acquired since the date of the last Compliance Certificate (or in the case of the first Compliance Certificate delivered following the Closing Date, since the Closing Date), which upon acceptance by the Secured Party shall become part of this Agreement.
  - (e) Title. The Debtor has absolute title to each Patent, Trademark and Copyright listed on Exhibits A, B and C, free and clear of all liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in IP Collateral hereafter arising, absolute title to each such IP Collateral free and clear of all liens except Permitted Liens, and (ii) will keep all IP Collateral free and clear of all liens except Permitted Liens.
  - (f) **Defense**. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the material IP Collateral against all claims or demands of all Persons.
  - (g) Maintenance. The Debtor will at its own expense maintain the material IP Collateral to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance

fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor.

- (h) Secured Party's Right to Take Action. If a Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the applicable Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.
- (i) Costs and Expenses. The Debtors shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the default rate of interest set forth in the Loan Agreement.
- (j) Power of Attorney. To the extent required to facilitate the Secured Party's taking action under subsection (g) and exercising its rights under this Agreement (including, without limitation, clause (k) below), each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, during the continuation of an Event of Default (as defined in the Loan Agreement), to enforce or use the IP Collateral or to grant or issue any exclusive or non-exclusive license under the IP Collateral to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the IP Collateral to any third party. Each Debtor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue of the power of attorney granted herein. The power of attorney granted herein shall terminate upon Full Payment of the Obligations.
- (k) **Recording**. To the extent required by Secured Party, each Debtor authorizes and requests that (1) the United States Copyright Office, (2) the United States Patent and Trademark Office, and (3) any other applicable government officer record this Agreement in accordance with Secured Party's instructions.
- 4. <u>Debtor's Use of the IP Collateral.</u> The Debtors shall be permitted to control and manage the IP Collateral in accordance with, and as permitted by, the Loan Agreement.
- 5. **Events of Default.** The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an Event of Default under this Agreement.
- 6. **Remedies.** During the existence of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:
  - (a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

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- (b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the IP Collateral.
- (c) The Secured Party may enforce the IP Collateral and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtors shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.
- 7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. All notices to be given to Debtors under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall be binding upon and inure to the benefit of the Debtors and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtors and delivered to the Secured Party, and each Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any filing shall have the same force and effect as the original for all purposes of such filing. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

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

DEBTORS:
COOLEY, INCORPORATED, a Rhode
Island corporation
Ву:
Name: Ronald Markovsky
Title: Treasurer
COOLEY, INC., an Ontario corporation
By:
Name: Ronald Markovsky
Title: Treasurer and Secretary
COOLEY GROUP HOLDINGS, INC., a Delaware corporation
By:
Name: Ronald Markovsky
Title: Executive Vice President and Chief
Financial Officer
K2 BUYER, INC., a Delaware corporation
By: Land 1. the
Name: David Zatlukal
Title: Vice President and Treasurer
K2 HOLDING, INC., a Delaware corporation
Nama David Zathlad
Name: David Zatlikal

Title: Vice President and Treasurer

[Intellectual Property Security Agreement]

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

### **DEBTORS**:

COOLEY, INCORPORATED, a Rhode

Island corporation

Name: Ronald Markovsky

Title: Treasurer

COOLEY, INC., an Ontario corporation

Name: Ronald Markovsky

Title: Treasurer and Secretary

COOLEY GROUP HOLDINGS, INC., a

Delaware corporation

Name: Ronald Markovsky

Title: Executive Vice President and Chief

Financial Officer

K2 BUYER, INC., a Delaware corporation

By: \_\_\_\_\_

Name: David Zatlukal

Title: Vice President and Treasurer

K2 HOLDING, INC., a Delaware

corporation

By:\_\_\_\_\_

Name: David Zatlukal

Title: Vice President and Treasurer

### **SECURED PARTY**:

BANK OF AMERICA, N.A.

By: Darnell McCray
Name: Darnell McCray
Title: Senior Vice President

[Intellectual Property Security Agreement]

Mark	Owner	Status	Appl/Reg. No.	Filing/Reg. Date	Filing Office
COOLEY-LITE	Cooley Group Holdings, Inc.	Registered	Appl. No. 75/075,966 Reg. No. 2,037,161	Filing Date 3/21/1996 Reg. Date 2/11/1997	USPTO
COOLFLEX	Cooley Group Holdings, Inc.	Registered	Appl. No. 75/073,545 Reg. No. 2,030,369	Filing Date 3/15/1996 Reg. Date 1/14/1997	USPTO
COOLGRIP	Cooley Group Holdings, Inc.	Registered	Appl. No. 76/471,147 Reg. No. 2,870,249	Filing Date 11/21/2002 Reg. Date 8/3/2004	USPTO
COOLGUARD	Cooley Group Holdings, Inc.	Registered	Appl. No. 74/168,984 Reg. No. 1,715,875	Filing Date 5/22/1991 Reg. Date 9/15/1992	USPTO
COOLGUARD OASIS	Cooley Group Holdings, Inc.	Registered	Appl. No. 87/662,387 Reg. No. 5,537,335	Filing Date 10/27/2017 Reg. Date 8/7/2018	USPTO
COOLGUARD SKX	Cooley Group Holdings, Inc.	Registered	Appl. No. 87/774,471 Reg. No. 5,698,942	Filing Date 1/29/2018 Reg. Date 3/12/2019	USPTO
СООГМЕЅН	Cooley Group Holdings, Inc.	Registered	Appl. No. 75/797,116 Reg. No. 2,537,626	Filing Date 9/13/1999 Reg. Date 2/12/2002	USPTO
COOLPRO	Cooley Group Holdings, Inc.	Registered	Appl. No. 77/257,912 Reg. No. 3,422,172	Filing Date 8/17/2007 Reg. Date 5/6/2008	USPTO
COOLSHIELD	Cooley Group Holdings, Inc.	Registered	Appl. No. 77/525,840 Reg. No. 3,681,142	Filing Date 7/18/2008 Reg. Date 9/8/2009	USPTO
COOLTECT	Cooley Group Holdings, Inc.	Registered	Appl. No. 90/066,621 Reg. No. 6,281,891	Filing Date 7/22/2020 Reg. Date 3/2/2021	USPTO
COOLTHANE	Cooley Group Holdings, Inc.	Registered	Appl. No. 85/535,710 Reg. No. 4,232,956	Filing Date 2/7/2012 Reg. Date 10/30/2012	USPTO

Mark	Owner	Status	Appl./Reg. No.	Filing/Reg. Date	Filing Office
DOCKGARD	Cooley, Inc.	Registered	Appl. No. 75/492,742 Reg. No. 2,649,720	Filing Date 5/29/1998 Reg. Date 11/12/2002	USPTO
ENVIROFLEX	Cooley Group Holdings, Inc.	Registered	Appl. No. 77/470,215 Reg. No. 3,699,857	Filing Date 5/9/2008 Reg. Date 10/20/2009	USPTO
MARINETYTE	Cooley Group Holdings, Inc.	Registered	Appl. No. 97/107,217 Reg. No. 7,375,018	Filing Date 11/3/2021 Reg. Date 4/30/2024	USPTO
MEDGUARD	Cooley Group Holdings, Inc.	Registered	Appl. No. 87/774,258 Reg. No. 5,565,002	Filing Date 1/29/2018 Reg. Date 9/18/2018	USPTO
SAFE GUARD BARRIER SYSTEMS	Cooley, Inc.	Registered	Appl. No. 77/769,894 Reg. No. 4,051,237	Filing Date 6/29/2009 Reg. Date 11/8/2011	USPTO
SOFFTICK	Cooley, Inc.	Registered	Appl. No. 74/572,125 Reg. No. 2,164,234	Filing Date 9/12/1994 Reg. Date 6/9/1998	USPTO
STORMFLEX	Cooley Group Holdings, Inc.	Renewed	Appl. No. 77/318,808 Reg. No. 3,667,323	Filing Date 11/1/2007 Reg. Date 8/11/2009	USPTO
TXN	Cooley Group Holdings, Inc.	Registered	Appl. No. 75/759,417 Reg. No. 2,357,520	Filing Date 7/26/1999 Reg. Date 6/13/2000	USPTO
UNIPLY	Cooley, Inc.	Registered	Appl. No. 75/462,546 Reg. No. 2,253,395	Filing Date 4/6/1998 Reg. Date 6/15/1999	USPTO
V-CARE	Cooley, Inc.	Registered	Appl. No. 74/102,800 Reg. No. 1,752,616	Filing Date 10/3/1990 Reg. Date 2/16/1993	USPTO
VINA GARD	Cooley, Inc.	Registered	Appl. No. 74/102,799 Reg. No. 1,758,409	Filing Date 10/3/1990 Reg. Date 3/16/1993	USPTO

EXHIBIT

U.S. TRADEMARKS AND APPLICATIONS

Mark	Owner	Status	Appl/Reg. No.	Filing/Reg. Date	Filing Office
ARMOR SHELL	Cooley Group Holdings, Inc.	Registered	Appl. No. 75/760,682 Reg. No. 2,385,362	Filing Date 7/26/1999 Reg. Date 9/12/2000	USPTO
ARMORSEAL	Cooley Group Holdings, Inc.	Renewed	Appl. No. 77/318,803 Reg. No. 3,689,959	Filing Date 11/1/2007 Reg. Date 9/29/2009	USPTO
င္မ	Cooley Group Holdings, Inc.	Registered	Appl. No. 78/751,160 Reg. No. 3,153,948	Filing Date 11/10/2005 Reg. Date 10/10/2006	USPTO
COOLTHANE	Cooley Group Holdings, Inc.	Registered	Appl. No. 74/060,173 Reg. No. 1,675,104	Filing Date 5/18/1990 Reg. Date 2/11/1992	USPTO
COOL THANE	Cooley Group Holdings, Inc.	Registered	Appl. No. 85/535,710 Reg. No. 4,232,956	Filing Date 2/7/2012 Reg. Date 10/30/2012	USPTO
COOLEY	Cooley Group Holdings, Inc.	Registered	Appl. No. 76/471,312 Reg. No. 2,905,583	Filing Date 11/22/2002 Reg. Date 11/30/2004	USPTO
COOLEY BRITE	Cooley Group Holdings, Inc.	Registered	Appl. No. 73/760,654 Reg. No. 1,595,450	Filing Date 10/31/1988 Reg. Date 5/8/1990	USPTO
COOLEYCUFF	Cooley, Inc.	Pending	Appl. No. 98/181,991	Filing Date 9/15/2023	USPTO
COOLEY MAGIC	Cooley Group Holdings, Inc.	Registered	Appl. No. 73/761,201 Reg. No. 1,588,430	Filing Date 10/31/1988 Reg. Date 3/27/1990	USPTO
COOLEY/GROUP	Cooley Group Holdings, Inc.	Registered	Appl. No. 76/471,426 Reg. No. 3,189,721	Filing Date 11/21/2002 Reg. Date 12/26/2006	USPTO

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Attachment to Recordation Form Cover Sheet Trademarks Only:

### Box 1.

COOLEY GROUP HOLDINGS, INC.
[] Individual(s)
[] Partnership
[] Association
[] Limited Partnership
[X] Corporation – State: Delaware
[] Other
Citizenship (see guidelines): Delaware
K2 BUYER, INC.
[] Individual(s)
[] Partnership
[] Association
[] Limited Partnership
[X] Corporation State: Delaware
[] Other
Citizenship (see guidelines): Delaware
COOLEY, INC.
[] Individual(s)
[] Partnership
[] Association
[] Limited Partnership
[X] Corporation – State: N/A
[] Other
Citizenship (see guidelines): ONTARIO, CANADA
K2 HOLDING, INC.
[] Individual(s)
[] Partnership
[] Association
[] Limited Partnership
[X] Corporation – State: Delaware
[] Other
Citizenship (see guidelines): Delaware

Mark	Owner	Status	Appl/Reg. No.	Filing/Reg. Date	Filing Office
VINA TOP	Cooley, Inc.	Registered	Appl. No. 74/102,797 Reg. No. 1,734,895	Filing Date 10/3/1990 Reg. Date 11/24/1992	USPTO
VINAGYM	Cooley, Inc.	Registered	Appl. No. 75/860,980 Reg. No. 2,511,662	Filing Date 11/30/1999 Reg. Date 11/27/2001	USPTO
VINTEX	Cooley, Inc.	Registered	Appl. No. 74/572,123 Reg. No. 1,987,940	Filing Date 9/12/1994 Reg. Date 7/23/1996	USPTO
VINTEX	Cooley, Inc.	Registered	Appl. No. 74/572,731 Reg. No. 2,013,040	Filing Date 9/12/1994 Reg. Date 11/5/1996	USPTO
WEATHERTYTE  Weathertyte	Cooley Group Holdings, Inc.	Registered	Appl. No. 78/758,356 Reg. No. 3,158,318	Filing Date 11/21/2005 Reg. Date 10/17/2006	USPTO
WEATHERTYTE	Cooley Group Holdings, Inc.	Registered (Supplemental Register)	Appl. No. 78/566,784 Reg. No. 3,081,028	Filing Date 2/14/2005 Reg. Date 4/11/2006	USPTO
WEATHERTYTE	Cooley Group Holdings, Inc.	Registered	Appl. No. 85/514,866 Reg. No. 4,224,695	Filing Date 1/12/2012 Reg. Date 10/16/2012	USPTO
WHERE SUSTAINABLE CHEMISTRY MAKES THE DIFFERENCE	Cooley Group Holdings, Inc.	Registered	Appl. No. 85/535,729 Reg. No. 4,198,496	Filing Date 2/7/2012 Reg. Date 8/28/2012	USPTO

**RECORDED: 06/26/2024** 

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