

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Osprey Packs, Inc.		12/13/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2450 Colorado Ave.		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	87239392	ESCAPIST	
Serial Number:	87239330	TRANSPORTER	
Serial Number:	87239492	DYNA	
Serial Number:	87238576	ARIEL	
Serial Number:	87239452	DURO	
Serial Number:	87238851	KYTE	
Serial Number:	87238723	KESTREL	
Serial Number:	87238560	AETHER	
Serial Number:	87238988	SOJOURN	
Registration Number:	5232159	HYDRAULICS	
Registration Number:	5227838	DAYLITE	
Registration Number:	5227820	SIRRUS	
Registration Number:	5227809	POCO	
Serial Number:	87238943	FARPOINT	
Serial Number:	87238653	TALON	
Serial Number:	87239289	MIRA	
Serial Number:	87239242	MERIDIAN	
Serial Number:	87238606	ATMOS	

OP \$765.00 87239392

Property Type	Number	Word Mark
Registration Number:	5059362	PACKFINDER
Registration Number:	4678673	
Serial Number:	86314656	OSPREY
Registration Number:	4197785	
Registration Number:	4197627	OSPREY
Registration Number:	4130421	OSPREY
Registration Number:	4119126	OSPREY
Registration Number:	4089675	OSPREY
Registration Number:	4097780	OSPREY
Registration Number:	4645383	OSPREY
Registration Number:	3054327	OSPREY
Registration Number:	2571330	OSPREY

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.564
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	12/14/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of December, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **OSPREY PACKS, INC.**, a Colorado corporation ("Parent"), and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), where the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 13, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security

Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this

Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

OSPREY PACKS, INC.

By: 

Name: Jason Dunlap

Title: Vice President of Finance

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: _____

Name: _____

Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


OSPREY PACKS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: 
Name: Nicholas Fly
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006228 FRAME: 0141

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
NANOFLY	87484705 <i>(Intent to Use)</i>	Pending application filed 6/12/17	N/A	N/A	Osprey Packs, Inc.
ESCAPIST	87239392	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
TRANSPORTER	87239330	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
DYNA	87239492	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
ARIEL	87238576	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
DURO	87239452	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
KYTE	87238851	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
KESTREL	87238723	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
AETHER	87238560	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
SOJOURN	87238988	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
HYDRAULICS	87239039	Registered	5232159	6/27/17	Osprey Packs, Inc.
DAYLITE	87239166	Registered	5227838	6/20/17	Osprey Packs, Inc.
SIRRUS	87238879	Registered	5227820	6/20/17	Osprey Packs, Inc.
POCO	87238628	Registered	5227809	6/20/17	Osprey Packs, Inc.
FARPOINT	87238943	Pending	N/A	N/A	Osprey Packs,

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
		application filed 11/16/16			Inc.
TALON	87238653	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
MIRA	87239289	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
MERIDIAN	87239242	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
ATMOS	87238606	Pending application filed 11/16/16	N/A	N/A	Osprey Packs, Inc.
PACKFINDER	86934428	Registered	5059362	10/11/16	Osprey Packs, Inc.
[Design Only]	86314905	Registered	4678673	1/27/15	Osprey Packs, Inc.
OSPREY	86314656	Pending application filed 6/19/14	N/A	N/A	Osprey Packs, Inc.
[Design Only]	85511473	Registered	4197785	8/28/12	Osprey Packs, Inc.
OSPREY	85504797	Registered	4197627	8/28/12	Osprey Packs, Inc.
OSPREY	85050701	Registered	4130421	4/24/12	Osprey Packs, Inc.
OSPREY	85050719	Registered	4119126	3/27/12	Osprey Packs, Inc.
OSPREY	85050708	Registered	4089675	1/24/12	Osprey Packs, Inc.
OSPREY	85050614	Registered	4097780	2/14/12	Osprey Packs, Inc.
OSPREY	85050635	Registered	4645383	11/25/14	Osprey Packs, Inc.
OSPREY	78548889	Registered	3054327	1/31/06	Osprey Packs, Inc.
OSPREY	76272861	Registered	2571330	5/21/02	Osprey Packs, Inc.

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses