

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526495

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|-----------------------------------|---------------------------------------|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WillowWood Global LLC | | 06/05/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Madison Capital Funding LLC, as Agent | | |
| Street Address: | 227 West Monroe Street | | |
| Internal Address: | Suite 5400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 27 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2169591 | ALPHA | |
| Registration Number: | 5602607 | ALPHA BASIC | |
| Registration Number: | 4726733 | ALPHA CLASSIC | |
| Registration Number: | 3087789 | ALPHA DESIGN | |
| Registration Number: | 5222514 | ALPHA DUO | |
| Registration Number: | 4726734 | ALPHA HYBRID | |
| Registration Number: | 4726735 | ALPHA SILICONE | |
| Registration Number: | 4707961 | ALPHA SMARTTEMP | |
| Registration Number: | 1550049 | CARBON COPY II | |
| Registration Number: | 5622109 | DURALITE | |
| Registration Number: | 5617304 | DURAWALK | |
| Registration Number: | 2598047 | EARTHWALK | |
| Registration Number: | 2664341 | FREE THE BODY...FREE THE SPIRIT | |
| Registration Number: | 4545564 | FUSION | |
| Registration Number: | 5733833 | FUSION | |
| Registration Number: | 2948106 | IMPULSE | |
| Registration Number: | 3602119 | LIMBLOGIC | |
| Registration Number: | 3010915 | OHIO WILLOW WOOD | |
| TRADEMARK | | | |

CH \$690.00 2169591

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 3004028 | OMEGA |
| Registration Number: | 2535740 | PATHFINDER |
| Registration Number: | 4707965 | SELECT |
| Registration Number: | 2964135 | TRACER |
| Registration Number: | 4236070 | WILLOWWOOD |
| Registration Number: | 4236071 | WILLOWWOOD |
| Registration Number: | 5222509 | WILLOWWOOD 1 ONE |
| Registration Number: | 4958760 | WILLOWWOOD ONE |
| Registration Number: | 5536557 | WILLOWWORKS |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Raquel Haleem |
| SIGNATURE: | /Raquel Haleem/ |
| DATE SIGNED: | 06/05/2019 |

Total Attachments: 6

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- source=WillowWood - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of June 5, 2019 by WILLOWOOD GLOBAL LLC, a Delaware limited liability company (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor (together with each other Person who executes a joinder agreement in form and substance satisfactory to Agent and Borrower Representative and becomes a “Borrower” thereunder with the consent of Agent and Borrower Representative, the “**Borrowers**”), the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of June 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of June 5, 2019, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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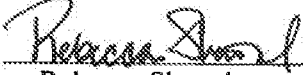
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WILLOWWOOD GLOBAL LLC

By: 
Name: Ryan E. Arbogast
Title: President

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Rebecca Shaoul
Title: Director

SCHEDULE A

Trademark Registrations

| Title: | Country | Status | Application # | Date Filed | Registration # | Registration Date |
|---------------------------------|--------------------------|---------------|----------------------|-------------------|-----------------------|--------------------------|
| ALPHA | United States of America | Registered | 75/310,075 | Jun 16, 1997 | 2169591 | Jun 30, 1998 |
| ALPHA BASIC | United States of America | Registered | 87/569,310 | Aug 15, 2017 | 5602607 | Nov 6, 2018 |
| ALPHA CLASSIC | United States of America | Registered | 86/360,194 | Aug 7, 2014 | 4726733 | Apr 28, 2015 |
| ALPHA DESIGN | United States of America | Registered | 78/685,324 | Aug 4, 2005 | 3087789 | May 2, 2006 |
| ALPHA DUO | United States of America | Registered | 87/225,458 | Nov 3, 2016 | 5222514 | Jun 13, 2017 |
| ALPHA HYBRID | United States of America | Registered | 86/360,204 | Aug 7, 2014 | 4726734 | Apr 28, 2015 |
| ALPHA SILICONE | United States of America | Registered | 86/360,213 | Aug 7, 2014 | 4726735 | Apr 28, 2015 |
| ALPHA SMARTTEMP | United States of America | Registered | 86/360,181 | Aug 7, 2014 | 4707961 | Mar 24, 2015 |
| CARBON COPY II | United States of America | Registered | 73/767,497 | Dec 5, 1988 | 1550049 | Aug 1, 1989 |
| DURALITE | United States of America | Registered | 87/884,242 | Apr 19, 2018 | 5622109 | Dec 4, 2018 |
| DURAWALK | United States of America | Registered | 87/884,244 | Apr 19, 2018 | 5617304 | Nov 27, 2018 |
| EARTHWALK | United States of America | Registered | 76/340,187 | Nov 21, 2001 | 2598047 | Jul 23, 2002 |
| FREE THE BODY...FREE THE SPIRIT | United States of America | Registered | 76/228,506 | Mar 22, 2001 | 2664341 | Dec 17, 2002 |
| FUSION (Stylized) & Design | United States of America | Registered | 77/873,981 | Nov 17, 2009 | 4545564 | Jun 10, 2014 |
| FUSION | United States of America | Registered | 88/125,234 | Sep 20, 2018 | 5733833 | April 23, 2019 |
| IMPULSE | United States of America | Registered | 78/416,693 | May 11, 2004 | 2948106 | May 10, 2005 |
| LIMBLOGIC | United States of America | Registered | 77/558,619 | Aug 29, 2008 | 3602119 | Apr 7, 2009 |
| OHIO WILLOW WOOD | United States of America | Registered | 78/416,701 | May 11, 2004 | 3010915 | Nov 1, 2005 |
| OMEGA | United States of America | Registered | 78/416,710 | May 11, 2004 | 3004028 | Oct 4, 2005 |
| PATHFINDER | United States of America | Registered | 76/018,625 | Apr 5, 2000 | 2535740 | Feb 5, 2002 |
| SELECT | United States of America | Registered | 86/360,222 | Aug 7, 2014 | 4707965 | Mar 24, 2015 |
| TRACER | United States of America | Registered | 78/416,706 | May 11, 2004 | 2964135 | Jun 28, 2005 |
| WILLOWWOOD | United States of America | Registered | 85/356,926 | Jun 27, 2011 | 4236070 | Nov 6, 2012 |
| WILLOWWOOD (Stylized) | United States of America | Registered | 85/356,929 | Jun 27, 2011 | 4236071 | Nov 6, 2012 |

| Title: | Country | Status | Application # | Date Filed | Registration # | Registration Date |
|---------------------------|--------------------------|---------------|----------------------|-------------------|-----------------------|--------------------------|
| WILLOWWOOD 1 ONE & Design | United States of America | Registered | 87/225,388 | Nov 3, 2016 | 5222509 | Jun 13, 2017 |
| WILLOWWOOD ONE | United States of America | Registered | 86/693,579 | Jul 15, 2015 | 4958760 | May 17, 2016 |
| WILLOWWORKS | United States of America | Registered | 87/295,127 | Jan 10, 2017 | 5536557 | Aug 7, 2018 |

Trademark Applications

None.