

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kalkomey Enterprises, LLC		04/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4952770	· REGISTER ED · FIND EVENTS · GET REGIST	
Registration Number:	4966007	OFFROAD-ED	
Registration Number:	4966006	HUNTER-ED	
Registration Number:	4966005	I LOST MY CARD	
Registration Number:	4966004	SNOWMOBILE-ED	
Registration Number:	4966003	BOWHUNTER-ED	
Registration Number:	4961378	BOAT-ED	
Registration Number:	4720152	REGISTER ED	
Registration Number:	4849133	SNOWMOBILE ED	
Registration Number:	4849134	OFFROAD ED	
Registration Number:	3117999	TODAY'S BOWHUNTER	
Registration Number:	2936017	BOAT ED	
Registration Number:	2850751	BOAT	
Registration Number:	5074089	HANDGUN SAFETY COURSE	
Registration Number:	4849135	BOWHUNTER ED	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 4952770

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-523-2700
Email: susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	04/24/2020

Total Attachments: 5
source=TB_Kalkomey - Trademark Security Agreement (Kalkomey Enterprises) (Executed)_74320884_1#page1.tif
source=TB_Kalkomey - Trademark Security Agreement (Kalkomey Enterprises) (Executed)_74320884_1#page2.tif
source=TB_Kalkomey - Trademark Security Agreement (Kalkomey Enterprises) (Executed)_74320884_1#page3.tif
source=TB_Kalkomey - Trademark Security Agreement (Kalkomey Enterprises) (Executed)_74320884_1#page4.tif
source=TB_Kalkomey - Trademark Security Agreement (Kalkomey Enterprises) (Executed)_74320884_1#page5.tif

TRADEMARK SECURITY AGREEMENT

April 24, 2020

WHEREAS, Kalkomey Enterprises, LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Kalkomey Borrower, LLC, a Delaware limited liability company, Fresh Air Educators Inc., a British Columbia company, the financial institutions from time to time party thereto (the "Lenders") and Twin Brook Capital Partners, LLC, as agent for all Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Collateral Agreement"), made by Grantor and the other grantors party thereto in favor of Twin Brook Capital Partners, LLC, as agent for all Lenders (in such capacity, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) any renewal of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all Proceeds (as defined in the Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

From and after an Event of Default (as defined in the Credit Agreement) has occurred and during the continuance thereof, Grantor hereby irrevocably constitutes and appoints Grantee

and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

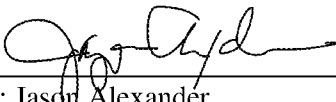
This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

KALKOMEY ENTERPRISES, LLC

By: 
Name: Jason Alexander
Title: President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006922 FRAME: 0931

ACKNOWLEDGED:
as of the date first written above.

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

Grantor	Registration No. / Application No.	Registration Date / Application Date	Mark
Kalkomey Enterprises, LLC	4952770	May 3, 2016	“Register Ed”
Kalkomey Enterprises, LLC	4966007	May 24, 2016	“Offroad Ed”
Kalkomey Enterprises, LLC	4966006	May 24, 2016	“Hunter Ed”
Kalkomey Enterprises, LLC	4966005	May 24, 2016	“I Lost My Card”
Kalkomey Enterprises, LLC	4966004	May 24, 2016	“Snowmobile Ed”
Kalkomey Enterprises, LLC	4966003	May 24, 2016	“Bowhunter Ed”
Kalkomey Enterprises, LLC	4961378	May 17, 2016	“Boat-ed”
Kalkomey Enterprises, LLC	4720152	April 14, 2015	REGISTER ED
Kalkomey Enterprises, LLC	4849133	November 10, 2015	SNOWMOBILE ED
Kalkomey Enterprises, LLC	4849134	November 10, 2015	OFFROAD ED
Kalkomey Enterprises, LLC	4849135	November 10, 2015	BOWHUNTER ED
Kalkomey Enterprises, LLC	3117999	July 18, 2006	TODAY’S BOWHUNTER
Kalkomey Enterprises, LLC	2936017	March 29, 2005	BOAT ED
Kalkomey Enterprises, LLC	2850751	June 8, 2004	BOAT
Kalkomey Enterprises, LLC	5074089	November 1, 2016	Handgun Safety Course logo

Error! Unknown document property name.