

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boardriders IP Holdings, LLC		11/12/2020	Limited Liability Company: CALIFORNIA
DC Shoes, Inc.		11/12/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5593541	A BIKINI KINDA LIFE
Serial Number:	88854977	BILLABONG
Serial Number:	87489271	XT
Serial Number:	87067468	BOARDRIDERS
Registration Number:	5871325	EVAC
Serial Number:	88758937	HONOLUA
Registration Number:	5772685	HONOLUA SURF CO. HAWAII
Registration Number:	5967752	MEN WHO RIDE MOUNTAINS
Registration Number:	0815263	
Serial Number:	88817718	
Serial Number:	87752383	
Serial Number:	88088918	QUIKSILVER
Serial Number:	88690953	QUIKSILVER
Serial Number:	88719641	ROXY
Serial Number:	88789662	TANLINES
Serial Number:	87732772	
Serial Number:	88238583	D
Serial Number:	88482545	D

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88867957	DC DCSHOECOUSA DCSHOECOUSA
Serial Number:	88238582	DROORS

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
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SIGNATURE:	/Linda A. Salera/
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DATE SIGNED:	11/13/2020
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Total Attachments: 7

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “Trademark Supplement”) is made this 12th day of November, 2020, among the Grantors listed on the signature pages hereof (“Grantors” and each, a “Grantor”), and BANK OF AMERICA, N.A., in its capacity as Collateral Agent for the Secured Creditors (together with its successors, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Syndicated Facility Agreement, dated as of April 6, 2018 (as amended, restated, amended and restated, supplemented, modified, renewed, refinanced or extended from time to time, the “Credit Agreement”) among Boardriders, Inc., a Delaware corporation, as lead borrower (“Lead Borrower”), the other Borrowers party thereto, the lenders party thereto from time to time (the “Lenders”), the Collateral Agent, and Bank of America, N.A., as administrative agent on behalf of the Lenders (in such capacity, the “Administrative Agent”, and together with the Lenders and the Collateral Agent, the “Lender Creditors”), the Lender Creditors have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Loan Parties may enter into (or be a party to) one or more Secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lending Creditors are herein called the “Secured Creditors”);

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Loan Documents, to induce the Lender Creditors to make financial accommodations to Borrowers and to induce the Issuing Banks to issue Letters of Credit, as provided for in the Credit Agreement, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of April 23, 2018 among the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors, among others, executed and delivered that certain Trademark Security Agreement dated as of April 23, 2018 and recorded with the United States Patent and Trademark Office on May 22, 2018 at Reel 6405/Frame 0793 in favor of the Collateral Agent, pursuant to which the Grantors pledged, assigned and granted a security interest in certain Copyrights (as defined therein); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Supplement;

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement, and to the extent that any capitalized terms are not defined herein or in the Security Agreement, such terms shall have the respective meanings assigned to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Supplement as the “Security Interest”) in such Grantor’s right, title and interest in, to the

following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's rights corresponding thereto throughout the world, and (vi) all of each Grantor's rights corresponding thereto throughout the world; and

(b) 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, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Supplement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent or any Secured Creditor, 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 Supplement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Supplement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Supplement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration after the date hereof as required by the Security Agreement. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Collateral Agent to unilaterally modify this Trademark Supplement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Supplement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Supplement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Supplement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Supplement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures

delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. **GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SUPPLEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**


9. **CONSTRUCTION.** Unless the context of this Trademark Supplement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Supplement or any other Loan Document refer to this Trademark Supplement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Supplement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Supplement unless otherwise specified. Any reference in this Trademark Supplement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than obligations as to which no claim has been asserted and the satisfaction of the Termination Conditions. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

10. **INTERCREDITOR AGREEMENT.** Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to the Collateral Agent pursuant to this Trademark Supplement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Supplement, the terms of the Intercreditor Agreement shall govern and control, except with respect to the scope of the assets included in Section 2 hereof.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOARDRIDERS IP HOLDINGS, LLC, as a Grantor

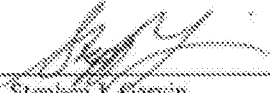
By: 
Name: David Tanner
Title: Chief Executive Officer

DC SHOES, INC., as a Grantor

By: 
Name: David Tanner
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Stephen E. Carvin
Title: Managing Director

[Signature Page to Trademark Supplement (Boardriders)]

TRADEMARK
REEL: 007105 FRAME: 0827

SCHEDULE I
to
TRADEMARK SUPPLEMENT

Trademark Registrations/Applications

No.	Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg. Date	Status	Current Owner of Record
1.	A BIKINI KINDA LIFE	United States	10/12/2017	5593541	Registered	Boardriders IP Holdings, LLC
2.	BILLABONG	United States	3/31/2020	88854977	Application Intent to Use	Boardriders IP Holdings, LLC
3.	Boardrider Surf Boards Logo	United States	06/14/2017	87/489271	Allowed Intent to Use	Boardriders IP Holdings, LLC
4.	BOARDRIDERS	United States	06/10/2016	87/067468	Allowed Intent to Use	Boardriders IP Holdings, LLC
5.	EVAC & WAVE Device (Square)	United States	8/21/2018	5871325	Registered	Boardriders IP Holdings, LLC
6.	HONOLUA & WAVE & PALM TREE Device (Stacked)	United States	1/14/2020	88758937	Application Intent to Use	Boardriders IP Holdings, LLC
7.	HONOLUA SURF CO HAWAII Device	United States	2/12/2018	5772685	Registered	Boardriders IP Holdings, LLC
8.	MEN WHO RIDE MOUNTAINS	United States	06/06/2016	5967752	Registered	Boardriders IP Holdings, LLC
9.	Mountain and Wave Design	United States (WIPO)	08/14/2019	79267334 (IR 815263)	Pending	Boardriders IP Holdings, LLC
10.	Mountain and Wave Device	United States	03/02/2020	88/817718	Pending Intent to Use	Boardriders IP Holdings, LLC
11.	Mountain and Wave Petroglyph Design	United States	01/11/2018	87/752383	Allowed Intent to Use	Boardriders IP Holdings, LLC
12.	QUIKSILVER	United States	08/22/2018	88/088918	Allowed Intent to Use	Boardriders IP Holdings, LLC
13.	QUIKSILVER	United States	11/13/2019	88/690953	Pending Intent to Use	Boardriders IP Holdings, LLC

No.	Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg. Date	Status	Current Owner of Record
14.	ROXY	United States	12/09/2019	88/719641	Allowed Intent to Use	Boardriders IP Holdings, LLC
15.	TANLINES	United States	2/8/2020	88789662	Application Intent to Use	Boardriders IP Holdings, LLC
16.	Wave and Surfer Petroglyph Design	United States	12/22/2017	87/732772	Allowed Intent to Use	Boardriders IP Holdings, LLC
17.	D (Stylized)	United States	12/21/2018	88/238583	Allowed Intent to Use	DC Shoes, Inc.
18.	D Logo	United States	06/20/2019	88/482545	Allowed Intent to Use	DC Shoes, Inc.
19.	DC 7 Star Logo & DCSHOESCOUSA Circle Design	United States	04/10/2020	88/867957	Pending Intent to Use	DC Shoes, Inc.
20.	DROORS	United States	12/21/2018	88/238582	Allowed Intent to Use	DC Shoes, Inc.

TRADEMARK

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RECORDED: 11/13/2020

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