

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outdoor Voices Inc.		03/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	87641015	SPRINGS LEGGING	
Serial Number:	87161403	OUTDOOR VOICES DOG JOG	
Serial Number:	87161398	OV DOG JOG	
Serial Number:	86745131	DOING THINGS	
Serial Number:	86725045	APPAREL FOR RECREATION	
Serial Number:	86554418	OV	
Serial Number:	86554408	OUTDOOR VOICES	
Serial Number:	88074018	TECHSWEAT	
Serial Number:	88093072	ENDORPHINS MAKE YOU HAPPY	
Serial Number:	88098714	TECHNICAL APPAREL FOR RECREATION	
Serial Number:	88098681	TECHNICAL APPAREL FOR RECREATION	
Serial Number:	88527395	THE RECREATIONALIST	
Serial Number:	88527389	BEGINNERS FOR LIFE	
Serial Number:	88860013	INDOOR VOICES	
Serial Number:	88896674	COURT SKORT	
Serial Number:	90527548	DOING THINGS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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

Phone: (619) 699-2708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street
Address Line 2: Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	03/31/2021

Total Attachments: 8

source=SVB_-_Outdoor_Voices_Inc._-_A&R_Intellectual_Property_Security_Agreement_(3.2021).DOCX#page1.tif
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of March 30, 2021, by and between **SILICON VALLEY BANK**, a California corporation (“Bank”) and **OUTDOOR VOICES INC.**, a Delaware corporation (“Grantor”), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement entered into by Grantor in favor of Bank, dated as of April 26, 2018, as amended from time to time (the “Original Agreement”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of March 30, 2021 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Effect of Amendment and Restatement. Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement.

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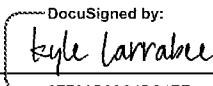
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


BANK

GRANTOR

SILICON VALLEY BANK

OUTDOOR VOICES INC.

By:  _____
8FF9AB30C4BC4EE...

By:  _____
6D68EBA8C75F4B1...

Name: Kyle Larrabee

Name: Samantha Morin

Title: Director

Title: Assistant Secretary

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 007238 FRAME: 0909

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks


<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SPRINGS LEGGING	87641015	10/11/17
OUTDOOR VOICES DOG JOG	87161403	9/6/16
OV DOG JOG	87161398	9/6/16
DOING THINGS	86745131	9/2/15
APPAREL FOR RECREATION	86725045	8/14/15
OV	86554418	3/5/15
OUTDOOR VOICES	86554408	3/5/15
TECHSWEAT	88074018	8/10/18
ENDORPHINS MAKE YOU HAPPY	88093072	8/27/18
TECHNICAL APPAREL FOR RECREATION	88098714	8/30/18
TECHNICAL APPAREL FOR RECREATION	88098681	8/30/18
THE RECREATIONALIST	88527395	7/22/19
BEGINNERS FOR LIFE	88527389	7/22/19
INDOOR VOICES	88860013	4/4/2020
COURT SKORT	88896674	5/1/2020
DOING THINGS 	90527548	2/12/2021

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None