

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683056

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BOTE, LLC		10/21/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	2001 Ross Avenue, Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6107331	BOTE	
<b>Registration Number:</b>	6225102	DRIFT	
<b>Registration Number:</b>	6051132	RACKHAM	
<b>Registration Number:</b>	5774121	BOTEDOCK	
<b>Registration Number:</b>	5343078	POWERBOARD	
<b>Registration Number:</b>	5664005	BOTE	
<b>Registration Number:</b>	5265922	GATORSHELL	
<b>Registration Number:</b>	5157664	KULA	
<b>Registration Number:</b>	4954472	STAND APART	
<b>Serial Number:</b>	90802450	HANGOUT	
<b>Serial Number:</b>	90798543	HANGOUT	
<b>Serial Number:</b>	90793834	B	
<b>Serial Number:</b>	90630746	ZEPPELIN	
<b>Serial Number:</b>	90598307	MAGNEPOD	
<b>Serial Number:</b>	90500119	BREEZE	
<b>Serial Number:</b>	88916064	BOTE	
<b>Serial Number:</b>	88912113	EVERYTHING BUT THE WATER	
<b>Serial Number:</b>	87716002	ROVER	

CH \$465.00 6107331

**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.*

**Email:** erobinson@huntonak.com**Correspondent Name:** Erika Robinson**Address Line 1:** 600 Peachtree Street NE STE. 4100**Address Line 2:** c/o Hunton Andrews Kurth LLP**Address Line 4:** Atlanta, GEORGIA 30308

<b>NAME OF SUBMITTER:</b>	Erika Robinson
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<b>SIGNATURE:</b>	/ErikaRobinson/
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<b>DATE SIGNED:</b>	10/22/2021
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 21, 2021 (this “**Agreement**”), is made by **BOTE, LLC**, a Florida limited liability company (“**Grantor**”) to and for the benefit of **GOLDMAN SACHS BANK USA**, as Collateral Agent.

### RECITALS:

**WHEREAS**, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent;

**WHEREAS**, reference is hereby made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among Grantor, the other Credit Parties party thereto from time to time and Collateral Agent;

**WHEREAS**, in accordance with the provisions of the Pledge and Security Agreement, Grantor now desires to grant a security interest in and to certain Intellectual Property (as defined in the Pledge and Security Agreement), including, without limitation, the Trademark Collateral (as defined below) of Grantor included as Collateral under the Pledge and Security Agreement; and

**WHEREAS**, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks (as defined in the Pledge and Security Agreement), including the U.S. registrations and applications for registration referred to on Schedule 1 hereto, and all common law rights related thereto, but excluding any intent-to-use trademark applications prior to the filing and acceptance by the USPTO of a “Statement of Use” or “Amendment to Allege Use” with respect thereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by, the foregoing; (d) all rights to sue for past, present and future infringements

or dilutions of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Authorization to Supplement.** Upon written request by Collateral Agent, Grantor hereby agrees to amend Schedule 1 hereto to include any future U.S. Trademark registrations and applications for registration of Grantor. Notwithstanding the foregoing, no failure to so amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

4. **General Provisions.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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

**BOTE, LLC**

By: 

\_\_\_\_\_  
Name: Matthew Eby

Title: Secretary

GS/Kent - Trademark Security Agreement (Bote LLC)  
86854730



Schedule 1

**UNITED STATES TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
BOTE 	6107331	21-JUL-2020
DRIFT	6225102	22-DEC-2020
RACKHAM	6051132	12-MAY-2020
BOTEDOCK	5774121	11-JUN-2019
POWERBOARD	5343078	21-NOV-2017
BOTE 	5664005	29-JAN-2019
GATORSHELL	5265922	15-AUG-2017
KULA 	5157664	07-MAR-2017
STAND APART	4954472	10-MAY-2016

**UNITED STATES TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>
HANGOUT	90802450	29-JUN-2021
HANGOUT	90798543	28-JUN-2021

B 	90793834	24-JUN-2021
ZEPPELIN	90630746	07-APR-2021
MAGNEPOD	90598307	23-MAR-2021
BREEZE	90500119	31-JAN-2021
BOTE 	88916064	14-MAY-2020
EVERYTHING BUT THE WATER 	88912113	12-MAY-2020
ROVER	87716002	11-DEC-2017