TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fox Factory, Inc.		08/13/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	211 Perimeter Center Parkway, Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3882587	FOX RACING SHOX
Registration Number:	2321069	FOX
Registration Number:	4303887	FOX PERFORMANCE SERIES
Registration Number:	3947907	VANILLA
Registration Number:	2306184	TWIN-CLICKER
Registration Number:	2321107	FOX
Registration Number:	2464300	FLOAT
Registration Number:	2851501	TALAS
Registration Number:	2949629	PODIUM
Registration Number:	2929593	TERRALOGIC
Registration Number:	3036706	40
Registration Number:	3036707	36
Registration Number:	3001642	PROPEDAL
Registration Number:	3093977	DHX

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Registration Number:	3249949	BOOST VALVE
Registration Number:	3193046	PODIUM
Registration Number:	3213279	PROTUNE
Registration Number:	3215652	RP23
Registration Number:	3314552	WHEREVER YOU RIDE
Registration Number:	3706095	PROTUNE
Registration Number:	3559324	FREE THE TRAIL
Registration Number:	4204552	FOX RACING SHOX
Registration Number:	3794105	BOOSTVALVE
Registration Number:	3778989	FIT FOX ISOLATED TECHNOLOGY
Registration Number:	3669224	FOX
Registration Number:	3770431	EVOL
Registration Number:	3832817	831
Serial Number:	77930302	FOX DEFENSE SUSPENSION
Serial Number:	85023820	WHEN IT COUNTS
Registration Number:	4017255	WHEN IT COUNTS
Registration Number:	4017256	WHEN IT COUNTS
Serial Number:	85023812	OWN THE TRAIL
Serial Number:	85039828	DYAD
Registration Number:	4068113	DYAD RT2
Registration Number:	4187285	RAD RACING APPLICATIONS DEVELOPMENT
Registration Number:	3940275	VAN
Registration Number:	4126250	FACTORY SERIES
Registration Number:	4161764	ADAPTIVE LOGIC
Serial Number:	85185054	RIDE ON FOX
Registration Number:	4136434	34
Serial Number:	85211944	FLOAT TI
Registration Number:	4025621	FOX
Serial Number:	85248954	CTD
Serial Number:	85977234	CTD
Registration Number:	4180721	D.O.S.S.
Registration Number:	4187941	CTD
Serial Number:	85374229	PABLO
Registration Number:	4204584	FOX EVOLUTION SERIES FOX RACING SHOX
Serial Number:	85375022	IRD

	85375418	IRD INTELLIGENT RIDE DYNAMICS
Registration Number:	4219221	REDEFINE YOUR LIMITS
Serial Number:	85406275	REDEFINING RIDE DYNAMICS
Registration Number:	4209396	FOX EVOLUTION SERIES
Serial Number:	85561841	RIDE FOX
Serial Number:	85561859	FOX COUNTRY
Serial Number:	85772762	RYL
Serial Number:	85741686	FOX DEFENSE
Serial Number:	85741679	FOX DEFENSE
Serial Number:	85741449	FOX DEFENSE
Serial Number:	85733134	FOX FORX
Serial Number:	85627223	FLOAT ICD
Serial Number:	85627216	FLOAT ICTD
Serial Number:	85907945	

CORRESPONDENCE DATA

Fax Number: 4045725135

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3458

Email: wadams@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990-015966
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	08/14/2013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2013 (this "Security Agreement"), is made by FOX FACTORY, INC., a California corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, Fox Factory Holding Corp., a Delaware corporation ("FFH" and together with the Grantor, each a "Borrower" and, collectively, the "Borrowers"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit Agreement, dated as of August 7, 2013 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries have entered into the Guaranty and Security Agreement, dated as of August 13, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement**. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Counterparts**. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 **Governing Law**. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

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

FOX FACTORY, INC.

By: _____
Name: Zvi Glasman
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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

FOX FACTORY, INC.

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name: Thomas Parrott
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS AND PENDING APPLICATIONS

Trademark Name	Filing Date	Registration Date	Application No.	Registration No.
Fox Racing Shox	04/17/2003	11/30/2010	78/239,008	3,882,587
Fox	12/16/1998	02/22/2000	75/607852	2,321,069
Fox Performance Series	01/26/2012	03/19/2013	85/525986	4,303,887
Vanilla	09/08/2010	04/19/2011	85/125,386	3,947,907
Twin-Clicker	12/29/1998	01/04/2000	75/613,071	2,306,184
Fox	12/29/1998	02/22/2000	75/613,056	2,321,107
Float	12/29/1998	06/26/2001	75/612,966	2,464,300
Talas	05/10/2002	06/08/2004	76/405,536	2,851,501
Podium	07/24/2002	05/10/2005	78/147,226	2,949,629
Terralogic	07/24/2002	03/01/2005	78/147,233	2,929,593
40	04/01/2004	12/27/2005	78/394,879	3,036,706
36	04/01/2004	12/27/2005	78/394,886	3,036,707
Propedal	08/06/2004	09/27/2005	78/463,404	3,001,642
DHX	03/08/2004	05/16/2006	78/380,506	3,093,977

Trademark Name	Filing Date	Registration Date	Application No.	Registration No.
Boost Valve	05/14/2004	06/05/2007	78/419,235	3,249,949
Podium	02/09/2006	01/02/2007	78/811,336	3,193,046
Protune	05/08/2006	02/27/2007	78/878,758	3,213,279
RP23	05/08/2006	03/06/2007	78/878,744	3,215,652
Wherever You Ride	05/02/2006	10/16/2007	78/874,200	3,314,552
Protune	02/12/2008	11/03/2009	77/394,743	3,706,095
Free The Trail	08/12/2008	01/06/2009	77/544,882	3,559,324
Fox Racing Shox	06/30/2011	09/11/2012	85/361,080	4,204,552
Boostvalve	10/16/2008	05/25/2010	77/593,779	3,794,105
Fit Fox Isolated Technology	10/16/2008	04/20/2010	77/593,777	3,778,989
Fox	02/06/2009	08/18/2009	77/664,984	3,669,224
Evol	07/02/2009	04/06/2010	77/773,170	3,770,431
831	05/14/2009	08/10/2010	77/737,104	3,832,817
Fox Defense Suspension	02/08/2010	N/A	77/930,302	Not Registered
When It Counts	04/27/2010	N/A	85/023,820	Not Registered
When It Counts	04/27/2010	08/23/2011	85/975,399	4,017,255
When It Counts	04/27/2010	08/23/2011	85/975,400	4,017,256

Trademark Name	Filing Date	Registration Date	Application No.	Registration No.
Own The Trail	04/27/2010	N/A	85/023,812	Not Registered
DYAD	05/17/2010	12/06/2011	85/039,828	4,068,112
DYAD RT2	05/17/2010	12/06/2011	85/039,829	4,068,113
Rad Racing Applications Development	06/17/2010	08/07/2012	85/065,979	4,187,285
Van	06/24/2010	04/05/2011	85/070,550	3,940,275
Factory Series	08/19/2010	04/10/2012	85/111,850	4,126,250
Adaptive Logic	08/19/2010	06/19/2012	85/111,844	4,161,764
Ride on Fox	11/24/2010	N/A	85/185,054	Not Registered
34	12/15/2010	05/01/2012	85/198,153	4,136,434
Float TI	01/06/2011	N/A	85/211,944	Not Registered
Fox	02/03/2011	09/13/2011	85/232,917	4,025,621
CTD	02/22/2011	N/A	85/248,954	Not Registered
CTD	02/22/2011	N/A	85/977,234	Not Registered
D.O.S.S.	07/18/2011	07/24/2012	85/373,534	4,180,721
CTD	07/18/2011	08/07/2012	85/374,019	4,187,941

Trademark Name	Filing Date	Registration Date	Application No.	Registration No.
Pablo	07/18/2011	N/A	85/374,229	Not Registered
Fox Evolution Series Fox Racing Shox	07/12/2011	09/11/2012	85/369,682	4,204,584
IRD	07/19/2011	N/A	85/375,022	Not Registered
IRD Intelligent Ride Dynamics	07/19/2011	N/A	85/375,418	Not Registered
Redefine Your Limits	08/24/2011	10/02/2012	85/406,287	4,219,221
Redefining Ride Dynamics	08/24/2011	N/A	85/406,275	Not Registered
Fox Evolution Series	01/26/2012	09/18/2012	85/525,995	4,209,396
Ride Fox	03/06/2012	N/A	85/561,841	Not Registered
Fox Country	03/06/2012	N/A	85/561,859	Not Registered
RYL	11/06/2012	N/A	85/772,762	Not Registered
Fox Defense	09/28/2012	N/A	85/741,686	Not Registered
Fox Defense	09/28/2012	N/A	85/741,679	Not Registered
Fox Defense	09/28/2012	N/A	85/741,449	Not Registered
Fox Forx	09/19/2012	N/A	85/733,134	Not Registered
Float ICD	05/16/2012	N/A	85/627,223	Not

Trademark Name	Filing Date	Registration Date	Application No.	Registration No.
				Registered
Float ICTD	05/16/2012	N/A	85/627,216	Not Registered
	04/18/2013	N/A	85/907,945	Not Registered