

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Road Ranger, L.L.C.		03/11/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	10 S. Wacker Drive		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1477166	ROAD RANGER	
Registration Number:	2569823	ROAD RANGER	
Registration Number:	3000998	ROAD RANGER	
Registration Number:	3119932	ROAD RANGER	
Registration Number:	3545502		
Registration Number:	3716875		
Registration Number:	3719940	STALLION	
Registration Number:	3780984	RANGER FUELS	
Registration Number:	3800556	THOROUGHBRED	
Registration Number:	3985060	MUSTANG VALLEY SPRINGS	
Registration Number:	4575359	ROAD RANGER HORSEPOWER	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>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.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		

CH \$290.00 1477166

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 539078

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 03/12/2015

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ROAD RANGER, L.L.C., an Illinois limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Credit Agreement dated as of March 11, 2015 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) with the lenders who are or may become party thereto, as Lenders (collectively, the “Lenders”), Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, “Administrative Agent”), RANGER HOLDINGS, L.L.C., an Illinois limited liability company (“Ranger Holdings” and together with Grantor each, a “Borrower”, and collectively, the “Borrowers”) and the Guarantors party thereto (the Borrowers and the Guarantors being referred to herein collectively as the “Credit Parties” and individually as a “Credit Party”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor and Ranger Holdings; and

WHEREAS, the Credit Parties may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “Secured Hedge Agreements”) with one or more Persons that are Lenders or Affiliates (as defined in the Credit Agreement) of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, “Hedge Banks”); and

WHEREAS, the Credit Parties may from time to time enter, or may from time to time have entered, into one or more cash management agreements (collectively, the “Secured Cash Management Agreements”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, “Cash Management Banks” and together with the Administrative Agent, the Issuing Lender (as defined in the Credit Agreement), the Lenders and the Hedge Banks being referred to herein as the “Secured Parties”) and it is desired that the obligations of the Credit Parties under the Secured Cash Management Agreements and the Secured Hedge Agreements, together with all obligations of the Credit Parties under the Credit Agreement and the other Loan Documents, be secured hereunder; and

WHEREAS, pursuant to the terms of a Collateral Agreement dated as of March 11, 2015 (said Collateral Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Collateral Agreement”), among Grantor, Administrative Agent and the other Guarantors from time to time party thereto, Grantor has created in favor of Administrative Agent, for the benefit of the Secured Parties, a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Collateral Agreement to secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

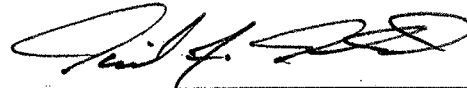
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 14 day of March, 2015.

ROAD RANGER, L.L.C.

By: 
Daniel J. Arnold, Manager

**SCHEDULE A
TO GRANT OF TRADEMARK SECURITY INTEREST**

REGISTERED U.S. TRADEMARKS:

MARK	TYPE	CLASS	FILER	CURRENT OWNER	SERIAL #	FILED	REGISTER	REG NO	REG DATE
Road Ranger in block letters graded from red (top) to blue (bottom)	Service	42	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	73/628,836	6-Nov-86	Principal	1,477,166	16-Feb-88 amended 26-Jan-99
Road Ranger in circle surrounding center star	Service	35	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	76/230,072	26-Mar-01	Principal	2,569,823	14-May-02
Road Ranger in red separated by blue-winged yellow star	Service	35	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	78/356,721	23-Jan-04	Principal	3,000,998	27-Sep-05
Road Ranger name only	Service	35	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	78/650,414	14-Jun-05	Principal	3,119,932	25-Jul-06
5-Color Canopy scheme	Service	35	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	77/247,553	6-Aug-07	Supplemental	3,545,502	9-Dec-08
Horse Head design	Trademark	Int'l Class 4	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	77/704,626	01-Apr-09	Principal	3,716,875	24-Nov-09
"Stallion"	Trademark	Int'l Class 4	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	77/672,146	17-Feb-09	Principal	3,719,940	1-Dec-09
"Ranger Fuels"	Trademark	Int'l Class 4 & 35	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	77/827,915	16-Sep-09	Principal	3,780,984	27-Apr-10
"Thoroughbred"	Trademark	Int'l Class 4	Ranger Enterprises, Inc.	Road Ranger, L.L.C.	77/672,154	17-Feb-09	Principal	3,800,556	8-Jun-10
"Mustang Valley Springs"	Trademark	Int'l Class 32	Road Ranger, L.L.C.	Road Ranger, L.L.C.	85/163,376	28-Oct-10	Principal	3,985,060	28-Jun-11
Road Ranger "Horsepower"	Trademark		Road Ranger, L.L.C.	Road Ranger, L.L.C.	86/143472	13-Dec-13	Principal	4575359	July 29, 2014