# OF \$490.00 86069686

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM380908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
YAKIMA PRODUCTS, INC.		02/08/2016	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1300 SW 5th Ave, MAC P6101-068
City:	Portland
State/Country:	OREGON
Postal Code:	97201-5667
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark	
Serial Number:	86069686	TAKE MORE FRIENDS	
Serial Number:	85620108	WHISPBAR	
Serial Number:	85620101	WHISPBAR	
Serial Number:	85488397	RHODE GEAR	
Serial Number:	85875395	SMARTFOOT	
Serial Number:	85875424	TAKE MORE	
Serial Number:	85896330	THE JOURNEY, UNCOMPROMISED	
Serial Number:	85818974	YAKIMA	
Serial Number:	85620114	ROCKETBOX	
Serial Number:	85468763	RHODE GEAR	
Serial Number:	85464139	RACK DAWG	
Serial Number:	78322211	RACKANDROLL	
Serial Number:	77678240	WHISPBAR TECHNOLOGY	
Serial Number:	77673229	YAKIMA TAKE IT EASY	
Serial Number:	77673225	RACK ENVY	
Serial Number:	76098817	DESTINATION HARDWARE	
Serial Number:	74252967	SKS	
Serial Number:	73719380	YAKIMA	
Serial Number:	73718053	YAKIMA	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2062237107

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:** 206 223 7000

Email: kuvacp@lanepowell.com

Correspondent Name: Lane Powell PC

Address Line 1: 1420 Fifth Ave, Suite 4200
Address Line 4: Seattle, WASHINGTON 98111

ATTORNEY DOCKET NUMBER:	122084.0019
NAME OF SUBMITTER:	Paola Kuvac
SIGNATURE:	/Paola Kuvac/
DATE SIGNED:	04/18/2016

#### **Total Attachments: 15**

source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page1.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page3.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page3.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page4.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page5.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page7.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page8.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page9.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page10.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page11.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page11.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page12.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page13.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page13.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page13.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page13.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page13.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page13.tif source=122084.0019\_Patent\_&\_Trademarks\_Security\_Agreement\_as\_filed\_20160418#page15.tif

#### PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of February 8, 2016, is made by and among YAKIMA PRODUCTS, INC., a Delaware corporation having a business location at the address set forth below next to its signature (the "Company"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

#### RECITALS

- A. The Company and Wells Fargo are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the "<u>Credit Agreement</u>") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Company.
- B. As a condition to extending credit to or for the account of the Company, Wells Fargo has required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. <u>Security Interest</u>. The Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (the "<u>Security Interest</u>") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of

the Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

- 3. <u>Representations, Warranties and Agreements</u>. The Company represents, warrants and agrees as follows:
  - (a) **Existence**; **Authority.** The Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Company.
  - (b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Company as of the date hereof, or to which the Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.
  - (c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Company's or any Affiliate's business(es). If after the date hereof, the Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.
  - (d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

- (e) **Title.** The Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Company (i) will have, at the time the Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) **No Sale.** Except as permitted in the Credit Agreement, the Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.
- (g) **Defense**. The Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. The Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (i) Wells Fargo's Right to Take Action. If the Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives the Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's

taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

- (k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, the Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of the Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.
- 4. <u>Company's Use of the Patents and Trademarks</u>. The Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.
- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:
  - (a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.
  - (b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
  - (c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, the Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

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Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights the Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by the Company and delivered to Wells Fargo, and the Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the State of Oregon without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE COMPANY'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Yakima Products, Inc. 4101 Kruse Way Lake Oswego, OR 97035-2541 Attention: Ryan Martin

Email: Ryan.martin@yakima.com

Wells Fargo Bank, National Association 1300 SW 5th Ave, MAC P6101-068 Portland, OR 97201-5667

Attention: Norm Chin Fax No. (877)518-9554

Email: chinn@wellsfargo.com

YAKIMA PRODUCTS, INC.

Name: Ryan D. Martin

Its: Chief Executive Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:\_\_\_\_\_

Name: James Campbell Its: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Yakima Products, Inc. 4101 Kruse Way Lake Oswego, OR 97035-2541 Attention: Ryan Martin

Email: Ryan.martin@yakima.com

Wells Fargo Bank, National Association 1300 SW 5th Ave, MAC P6101-068

Portland, OR 97201-5667 Attention: Norm Chin Fax No. (877)518-9554

Email: chinn@wellsfargo.com

YAKIMA PRODUCTS, INC.

By:\_\_\_\_

Name: Ryan D. Martin Its: Chief Executive Officer

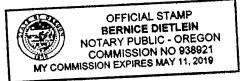
WELLS FARGO BANK, NATIONAL ASSOCIATION

Name: James Campbell

Its: Authorized Signatory

STATE OF OREGON ) SS.
COUNTY OF <u>Clackawas</u>)

The foregoing instrument was acknowledged before me this 8 H day of February, 2016, by Ryan Martin as Chief Executive Officer of YAKIMA PRODUCTS, INC., a Delaware corporation.



Notary Public for Oregon
My commission expires: 5/11/19

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT
STATE OF CALIFORNIA ) ) ss. COUNTY OF LOS ANGELES )
On February 11, 2016, before me, Suzanne Witkowsky, Notary Public  DATE  NAME, TITLE OF OFFICER, E.G. JANE DOE, NOTARY PUBLIC
personally appeared James Campbell  NAMES OF SIGNER(S)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SUZANNE WITKOWSKY Commission # 2064623 Notary Public - California Los Angelès County My Comm. Expires May 13, 2018  WITNESS my hand and official seal.
Signature of Notary
SEAL

# EXHIBIT A

## UNITED STATES ISSUED PATENTS

<u>Title</u>	Patent Number	Issue Date
Retention dock	9,187,047	
Boat carrier having two saddles	D739,990	
Load-carrying devices for vehicle roofs	9,126,539	
Car top carrier	8,905,278	
Rack tower for securing crossbars on top of a vehicle	8,393,508	
Car top carrier	8,387,842	
Spare tire bike mount	8,387,839	
Cargo carrier with aerodynamic illumination device	8,282,254	
Vehicle boat loading device	8,245,893	
Pivoting hitch-mountable bicycle carrier	8,235,268	
Hitch-mountable bicycle carrier	8,235,267	
Rack strap extension systems for vehicle bike racks	8,235,266	
Security strap	8,234,757	
Bike rack	D663,675	
Hitch mounted article carriers for vehicles	8,210,408	
Bicycle carrier with fork mount and universal crossbar clamp	8,210,407	
Apparatus and methods for manufacturing thin- film solar cells	8,202,368	
Skewer assembly for bicycle fork mount	8,196,789	
Bike rack	D656,455	
Article carriers	8,136,709	

Exhibit A - 1

Load-carrying members for vehicle roofs	8,136,708
Hitch mounted bicycle racks for vehicles	8,113,398
Car top carrier	8,074,851
Car top carrier	D642,970
Cargo box gear mounting assembly	7,980,436
Rear-mounted bicycle carrier with stabilizing structures	7,975,888
Ready-to-ride bicycle carrier assembly	7,815,084
Sport trailer	7,810,835
Bicycle carrier	D622,208
Coordinated latching mechanism for car top carrier	7,740,157
Bicycle carrier	7,726,529
Bicycle carrier	7,726,528
Hitch ski carrier	7,611,035
Car top carrier	7,503,470
Car top carrier	7,416,098
Adjustable rear-mounted cargo carriers	7,404,504
Universal crossbar clamp	7,357,283
Wheel gripping bicycle carrier	D566,034
Fork mount bicycle carrier	D562,218
Wheel gripping bicycle carrier	D562,217
Fork mount bicycle carrier	D561,680
Crossbar tower assembly for a vehicle rack	7,328,824
Rack tower	7,328,823

Ski mount	D555,573
Bicycle carrier	7,237,704
Vehicle top carrier	D543,929
Conformable boat rack	7,131,561
Boat loading system for a vehicle	7,036,698
Vehicle load carrier	6,976,615
Bicycle carrier	6,938,782
Bicycle carrier	6,601,712
Rack assembly for a vehicle	6,561,398
Load carrier system	6,543,096
Bicycle carrier	6,494,351
Apparatus for carrying a load behind a bicycle	6,481,735
Bicycle carrier	6,460,708
Surrogate top tube	6,435,523
Assembly for carrying a bicycle on a vehicle	6,431,423
Bicycle carrier	6,425,509
Sports equipment rack for a vehicle	6,425,508
Fairing assembly	6,425,507
Bicycle carrier with unitary frame and leveling indicators	6,422,443
Apparatus for securing recreational equipment to vehicle-mounted racks	6,422,441
Bicycle carrier with selectively positionable anti- sway cradles	6,386,407
Apparatus for securing articles to a vehicle- mounted rack	6,385,822

Securing hook for a bicycle rack	D456,694
Sports equipment rack for a vehicle	6,367,673
Vehicle load carrier and fastening mechanism	6,336,580
Vehicle load carrier and clamping mechanism	6,334,561
Bicycle carrier	6,286,738
Bicycle carrier	6,283,310
Reflector	D442,506
Boat rack with selectively engageable gripping surface	6,164,507
Bicycle rack for a pickup truck	D431,523
Roof-mounted basket carrier	D422,553
Vehicle roof rack and boat mounting system	5,951,231
Lockable bicycle rack	5,820,002
Crossbar support for vehicle roof rack	5,366,128
Ski carrier for attachment to the roof of a vehicle	D332,243
Ski mount with ratchet-type closure	5,119,980
Rear mountable carrier rack	4,997,116
Self-tightening vehicle roof rack	4,877,169
Vehicle rack system with a bicycle-gripping carrier	D731,400
Crossbar T-slot infill	8,925,775
Boat carrier	D719,903
Boat carrier	D719,902
Coupling device for vehicle rack	D717,722
Clamping assembly for a roof box carrier having an adjustment mechanism	8,807,407

Adjustable bicycle wheel retainer	8,763,870
Car top carrier	8,757,457
Bicycle carrier	D703,605
Pivoting hitch-mountable bicycle carrier	8,602,279
Security strap	8,556,555
Boat rack	8,556,146
Resilient infill	8,544,707
Bicycle carrier	8,505,793
Vehicle rack for carrying a wheel	8,496,145
Hitch mounted article carriers for vehicles	8,490,847
Roof rack with quick release tower assembly	6,010,048
Tower assembly for mounting a crossbar to a vehicle roof rack	5,845,828
Article-carrying rack and mount for mounting the same	5,685,686
Article-carrying rack with lockable mount	5,598,959
Bicycle carrier	4,524,893
WB 201 Upright Bike Mount	D731400

## FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	Patent Number	<u>Issue Date</u>
WB201 Upright Bike Mount	Australia	AU348922	
WB201 Upright Bike Mount	New Zealand	NZ417553	
WB201 Upright Bike Mount	EU	RCD002231878-001	

122084.0019/6513461.3

 $\frac{\text{EXHIBIT B}}{\text{UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS}}$  AND COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	Application Number	Registration Number	Registration Date
TAKE MORE FRIENDS	86/069,686	4,521,704	
WHISPBAR & Design	85/620,108		
WHISPBAR	85/620,101		
RHODE GEAR	85/488,397		
SMARTFOOT	85/875,395	4,625,630	
TAKE MORE	85/875,424	4,569,235	
THE JOURNEY, UNCOMPROMISED	85/896,330	4,396,303	
YAKIMA	85/818,974	4,395,411	
ROCKETBOX	85/620,114	4,264,284	
RHODE GEAR	85/468,763	4,266,861	
RACK DAWG	85/464,139	4,178,442	
RACKANDROLL	78/322,211	3,056,293	
WHISPBAR TECHNOLOGY (Stylized)	77/678,240	3,924,472	
YAKIMA TAKE IT EASY	77/673,229	3,796,953	
RACK ENVY	77/673,225	3,918,460	
DESTINATION HARDWARE (Stylized)	76/098,817	2,560,233	
SKS	74/252,967	1,823,494	
YAKIMA	73/719,380	1,508,043	
YAKIMA (Stylized)	73/718,053	1,509,179	

Exhibit B - 1

122084.0019/6513461.3

**RECORDED: 04/18/2016**