

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Abridged Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rage Powersports, LLC		04/30/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	C/O BMO Harris Bank N.A.		
Internal Address:	770 N. Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4349263	RAGE POWERSPORTS	
CORRESPONDENCE DATA			
Fax Number:	4149785494		
<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:	4149785494		
Email:	ptomailbox@whdlaw.com, rpetroff@whdlaw.com		
Correspondent Name:	Rachel Petroff		
Address Line 1:	555 E. Wells Street, Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	DISCOUNT RAMPS/EMILY HUTC		
NAME OF SUBMITTER:	Rachel Petroff		
SIGNATURE:	/rachelpetroff/		
DATE SIGNED:	05/02/2016		
Total Attachments: 8			
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ABRIDGED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ABRIDGED INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Abridged Security Agreement**”) is made and entered into as of April 30, 2016, is among BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (the “Bank”) and RAGE POWERSPORTS, LLC, a Missouri limited liability company (“Grantor”).

RECITALS

- (a) This Abridged Security Agreement is executed pursuant to the Security Agreement, dated as of December 20, 2013, as amended by the Joinder and First Amendment to Security Agreement dated as of the date hereof (as it may be restated, modified, amended, or replaced from time to time, the “Security Agreement”), and the Loan Agreement.
- (b) Bank has agreed to make available to Grantor, subject to the Loan Agreement, certain loans, which are evidenced by the Notes, and Grantor has agreed to provide certain Collateral to secure the Obligations, all on the terms and conditions set forth in the Loan Agreement, the Security Agreement, and the other related Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Supplement to IP Security Agreement.** This Abridged Security Agreement has been entered into in conjunction with the security interest granted by Grantor to Bank under the Security Agreement. The terms of this Abridged Security Agreement are supplemental to and not in replacement of the terms of the Security Agreement, and the rights and remedies of Bank with respect to the security interest granted herein are without prejudice to, but in addition to, those set forth in the Security Agreement. If there is any conflict between this Abridged Security Agreement and the Security Agreement, the Security Agreement shall govern.

2. **Security Interest and Collateral.** To secure the payment and performance of all of the Obligations, Grantor grants Bank a security interest in all of Grantor’s present and future rights, title, and interest in the Patents identified on Schedule A attached hereto, the Trademarks, identified on Schedule B attached hereto, and the Copyrights identified on Schedule C attached hereto.

3. **General Provisions.** Section 7 of the Security Agreement is incorporated herein by reference, except that the term “Agreement” as used in Section 7 of the Security Agreement shall mean this Abridged Security Agreement.

4. **Terms and Usages in IP Security Agreement.** All capitalized terms used in this

Abridged Security Agreement and not otherwise defined herein will have the meanings assigned to them in the Security Agreement.

5. **Recording.** Grantor authorizes and requests the United States Patent and Trademark Office and the United States Copyright Office to record this Abridged Security Agreement.

[Signatures on following page.]

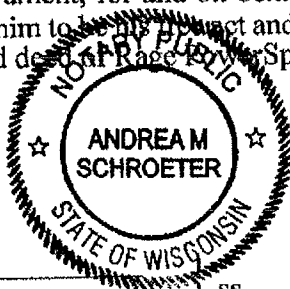
IN WITNESS WHEREOF, the parties have executed this Abridged Intellectual Property Security Agreement as of the date first set forth above.

RAGE POWERSPORTS, LLC

By: Larry Marmon
Larry Marmon, Chief Executive Officer

STATE OF Wisconsin)
) ss
Washington COUNTY)

On the 28 day of April, 2016, before me personally appeared Larry Marmon, the Chief Executive Officer of Rage PowerSports, LLC, to me known to be the person executing the foregoing instrument, for and on behalf of Rage PowerSports, LLC, and he acknowledged said instrument by him to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Rage PowerSports, LLC.



Andrea M Schroeter
Notary Public
Print Name: Andrea M Schroeter
My Commission Expires: 10-26-19
My Commission Expires: _____

BANK OF MONTREAL
By: _____

STATE OF _____)
) ss
_____ COUNTY)

On the _____ day of April, 2016, before me personally appeared _____, a _____ of the Bank of Montreal, to me known to be the person executing the foregoing instrument, for and on behalf of the Bank of Montreal, and he acknowledged said instrument by him to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the Bank of Montreal.

Notary Public
Print Name: _____
My Commission Expires: _____

(Signature Page - IPSA - Rage PowerSports)

IN WITNESS WHEREOF, the parties have executed this Abridged Intellectual Property Security Agreement as of the date first set forth above.

RAGE POWERSPORTS, LLC

By: _____
Larry Marmon, Chief Executive Officer

STATE OF _____)
) ss
_____ COUNTY)

On the _____ day of April, 2016, before me personally appeared Larry Marmon, the Chief Executive Officer of Rage PowerSports, LLC, to me known to be the person executing the foregoing instrument, for and on behalf of Rage PowerSports, LLC, and he acknowledged said instrument by him to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Rage PowerSports, LLC.

Notary Public
Print Name: _____
My Commission Expires: _____

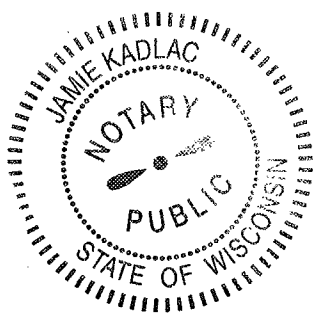
My Commission Expires: _____

BANK OF MONTREAL

By: Kathleen T. Coleman
Kathleen T. Coleman, VP

STATE OF WI)
) ss
Milwaukee COUNTY)

On the 28 day of April, 2016, before me personally appeared Kathleen Coleman a VP of the Bank of Montreal, to me known to be the person executing the foregoing instrument, for and on behalf of the Bank of Montreal, and he acknowledged said instrument by him to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the Bank of Montreal.



Jamie Kadlac
Notary Public
Print Name: Jamie Kadlac
My Commission Expires: 3/5/2017

(Signature Page – IPSA – Rage PowerSports)

SCHEDULE A

Rage PowerSports, LLC
Patent List

None.

SCHEDULE B

Rage PowerSports, LLC
Trademark List

See attached.

Rage PowerSports Trademark Report

<i>Client Ref No</i>	<i>Docket No</i>	<i>Country Code</i>	<i>Serial No</i>	<i>Filing Date</i>	<i>Reg No.</i>	<i>Reg Date</i>	<i>Mark Name</i>	<i>Status</i>	<i>Comments</i>
	5935-00001	US	85/714,883	8/28/2012	4,349,263	6/11/2013	RAGE POWERSPORTS	Registered - (G)	
			<i>CLASS</i>		<i>GOODS</i>				
			06		Metal ramps, metal stands, and wheel chocks of metal				
			12		Cargo carriers for vehicles, namely, bicycle carriers for vehicles, car-top canoe and kayak carrier kits, luggage carriers for vehicles, car-top baskets, roof racks, hitch-mounted carriers and racks.				

SCHEDULE C

Rage PowerSports, LLC
Copyright List

None.