

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arctic Cat Inc.		12/14/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as administrative agent		
Street Address:	20975 SWENSON DRIVE		
Internal Address:	SUITE 200		
City:	WAUKESHA		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86929488	SVX 450	
Serial Number:	87193826	ACV	
Serial Number:	86612550	ALTERRA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	804.775.1675		
Email:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	12/15/2016		
Total Attachments: 16			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is dated as of December 14, 2016, between ARCTIC CAT INC., a Minnesota corporation (“AC”), MOTORFIST, LLC, a Minnesota limited liability company (“MF”; together with AC, collectively, the “Grantor”), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for certain lenders (“Agent”) in connection with the Loan Agreement described below.

RECITALS:

WHEREAS, AC, certain affiliates of AC, Agent, and the financial institutions party thereto as lenders entered into that certain Loan and Security Agreement, dated as of November 10, 2009 (the “Original Loan Agreement”);

WHEREAS, in connection with the Original Loan Agreement, AC and Agent entered into that certain Trademark Security Agreement, dated as of November 10, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, including, without limitation, by that certain First Amendment to Trademark Security Agreement, dated as of May 24, 2012 and by that certain Second Amendment to Trademark Security Agreement, dated as of November 8, 2013, the “Original Trademark Security Agreement”);

WHEREAS, in order to amend and restate the Original Loan Agreement, AC, certain affiliates of AC, Agent, and the financial institutions party thereto as lenders entered into that certain Amended and Restated Loan and Security Agreement, dated as of November 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, including, without limitation, by that certain Joinder, Consent, Waiver, and Second Amendment to the Amended and Restated Loan and Security Agreement, dated as of May 12, 2015, pursuant to which, among other things, MF was joined as a borrower, the “Amended and Restated Loan Agreement”);

WHEREAS, in connection with the Amended and Restated Loan Agreement, MF and Agent entered into that certain Trademark Security Agreement, dated as of May 12, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “MF Trademark Security Agreement”);

WHEREAS, the Amended and Restated Loan Agreement was amended and restated in its entirety by that certain Second Amended and Restated Loan and Security Agreement, dated as of November 29, 2016, among the Grantor, certain affiliates of Grantor, the financial institutions party thereto from time to time as lenders (the “Lenders”), and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), pursuant to which, the Agent and Lenders have agreed to make extensions of credit and other financial accommodations to the Grantor and certain affiliates of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the amendment and restatement of the Amended and Restated Loan Agreement, the parties wish to amend and restate the Original Trademark Security Agreement and the MF Trademark Security Agreement as set forth herein, which will provide for the terms and conditions upon which the Obligations (as defined in the Loan Agreement) shall be secured by the Trademark Collateral (as defined below); and

WHEREAS, this Agreement is made to secure the Secured Obligations (as defined below) and in consideration of credit and other financial accommodations now or hereafter being afforded to Grantor and certain of its affiliates by Agent and Secured Parties (as defined in the Loan Agreement).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. Definitions. Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement. As used herein, the following terms have the meanings set forth below:

Marks: any trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country.

Secured Obligations: any and all of Grantor's and its affiliates' indebtedness and/or liabilities to Agent and Secured Parties of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising including all Obligations.

Trademark License: means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

Trademarks: means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all Marks; (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement, and (g) any rights to sue for past, present and future infringements of the Marks.

1.2. Certain Matters of Construction. The terms "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The terms "including" and "include" shall mean "including, without limitation" and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation hereof. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted hereby); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; or (f) unless otherwise specified herein,

discretion of Agent means the sole and absolute discretion of Agent. Grantor shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Agent or any other Secured Party hereunder. No provision hereof shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision.

SECTION 2. TRADEMARK COLLATERAL

2.1. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2.2. Intent-to-Use Applications. Notwithstanding anything to the contrary set forth in Section 2.1 above, or in the Loan Agreement or any other Loan Document, the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

2.3. Loan and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Loan Agreement and any security agreement delivered in connection therewith. Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2.4. Authorization to Supplement. If Grantor has or obtains rights to any Trademarks or Trademark Licenses not listed on Schedule I, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such additional Trademarks or Trademark Licenses. Without limiting Grantor's obligations under this Section 2.4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such additional Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

SECTION 3. COVENANTS

3.1. Prosecution of Applications; Maintenance and Renewal of Trademarks. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall, until Full Payment of all the Obligations (a) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, and (b) promptly make applications for, register or cause to be registered (to the extent not already

registered) with the United States Patent and Trademark Office any Trademark or Trademark License set forth in Schedule I or otherwise, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral (unless Grantor has determined in its reasonable business judgment that the affected Trademark Collateral is not in any way material to the conduct of its business or its operations). Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall not, without Agent's prior written consent (to be given or withheld in Agent's discretion), abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in Schedule I or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in Schedule I (unless Grantor has determined in its reasonable business judgment that the affected Trademark Collateral is not in any way material to the conduct of its business or its operations). Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Trademarks. Grantor shall (a) protect, defend and maintain the validity and enforceability of all current and future Trademarks, (b) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected and (c) not allow any Trademarks to be abandoned, forfeited or dedicated to the public unless Grantor has determined in its reasonable business judgment that the affected Trademark Collateral is not in any way material to the conduct of its business or its operations. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) during the continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of Grantor or Agent in, the Trademark Collateral must be approved, in writing, by Agent, whether or not an Event of Default has occurred and is continuing.

3.3. Expenses. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. If Grantor fails to comply with any of the provisions of Section 3.1 or 3.2, Agent shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by Applicable Law, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the rate applicable to Base Rate Loans.

SECTION 4. MISCELLANEOUS

4.1. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be a Loan Document. This Agreement, together with the Loan Agreement and the other Loan Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks). To the extent not prohibited by Applicable Law, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend, interpret, or otherwise concerning this Agreement. Without limiting the applicability of any other provision of the Loan Agreement, the terms of Section 14.13, 14.14 and Section 14.15 of the Loan Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

4.2. Amendment and Restatement. The Original Trademark Security Agreement and MF Trademark Security Agreement are hereby amended and restated in their entirety by this Agreement. This Agreement is not a novation of either the Original Trademark Security Agreement or the MF Trademark Security Agreement, but is an amendment and restatement thereof. The parties hereto hereby agree that, upon the effectiveness of this Agreement, the terms and provisions of the Original Trademark Security Agreement and MF Trademark Security Agreement shall be and hereby are amended and restated in their entirety by the terms, conditions, and provisions of this Agreement, and the other terms, conditions, and provisions of the Original Trademark Security Agreement and MF Trademark Security Agreement, except as otherwise expressly provided herein, are superseded by this Agreement. It is the intention and understanding of the Agent and the Grantor that (i) all Liens securing the Existing Obligations remain in full force and effect and secure the Secured Obligations and (ii) the priority of all Liens securing the Existing Obligations shall not be impaired by the execution, delivery, and performance of this Agreement, the Loan Agreement, or any other Loan Document. All references to the Original Trademark Security Agreement and all references to the MF Trademark Security Agreement in the Loan Agreement, any other Loan Document or any other document, instrument, agreement or writing relating to the foregoing shall be deemed to refer to this Agreement, as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms. Grantor hereby re-evidences, ratifies, confirms, and reaffirms the Existing Obligations and the security interests granted and Liens created under the Original Trademark Security Agreement and the MF Trademark Security Agreement.

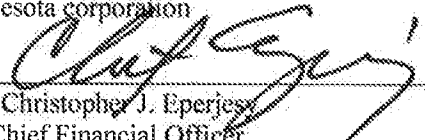
4.3. Filing Considerations. For procedural purposes, Exhibit A-1 attached hereto describes the Trademark Collateral added to Schedule I pursuant to this Agreement and Exhibit A-2 attached hereto describes the Trademark Collateral removed from Schedule I pursuant to this Agreement. In no event shall such removal release or be deemed to release any security interest in any past, present, or future Trademark Collateral. The Trademark Collateral that is removed from Schedule I pursuant to this Agreement is removed solely because, as of the date hereof, such Trademark Collateral has been cancelled or has otherwise ceased to exist. To the extent that such Trademark Collateral is reinstated or the Grantor has or acquires any right, title, or interest with respect thereto or to any similar Trademark Collateral, such Trademark Collateral shall be deemed to constitute Trademark Collateral. The Grantor hereby represents and warrants to the Agent that, as of the date of this Agreement, neither the Grantor nor any other Obligor has any right, title, or interest in or to any of the Intellectual Property described on Exhibit A-2 attached hereto.

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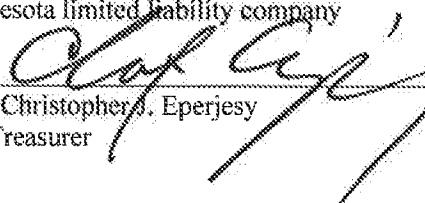
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

GRANTOR:

ARCTIC CAT INC.,
a Minnesota corporation

By: 
Name: Christopher J. Eperjesy
Title: Chief Financial Officer

MOTORFIST, LLC,
a Minnesota limited liability company

By: 
Name: Christopher J. Eperjesy
Title: Treasurer

AGENT:

BANK OF AMERICA, N.A.

By: _____
Name: Brian Conole
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

GRANTOR:

ARCTIC CAT INC.,
a Minnesota corporation


By: _____
Name: _____
Title: _____

MOTORFIST, LLC,
a Minnesota limited liability company

By: _____
Name: _____
Title: _____

AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Brian Conole
Title: Senior Vice President



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK	COUNTRY OF REGISTRATION	DATE	TRADEMARK SERIAL / REGISTRATION NUMBER
ARCTIC CAT®	Argentina	08/01/1996	1609717
ARCTIC CAT®	Australia	02/07/1997	672240
ARCTIC CAT®	Brazil	09/05/2000	819100692
ARCTIC CAT®	Canada	02/12/1971	174456
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	New Zealand	03/06/1997	253452
ARCTIC CAT®	USA	08/04/1998	2178018
ARCTIC CAT®	Venezuela	05/07/1997	P-196956
ARCTIC CAT®	Canada	08/13/2001	549733
ARCTIC CIRCLE™	USA - Common Law	Date of first use – 2007	COMMON LAW
BEARCAT®	Canada	07/11/1995	445426
BEARCAT®	European Community	06/10/1998	274688
Cat's Head Logo	European Community	06/28/2007	5256318
DRV™	USA - Common Law	Date of First Use - 02/16/2006	COMMON LAW
DURAMATIC™	USA - Common Law	Date of First Use - 06/18/1999	COMMON LAW
DVX™	USA - Common Law	Date of First Use - 07/2003	COMMON LAW
FLYING CAT Logo®	Madrid Protocol	10/12/2007	941 684
PROWLER®	Canada	11/06/1992	404557
PROWLER®	European Community	02/16/2005	4291341
SBS 1000™	USA - Common Law	Date of first use - 06/2001	COMMON LAW
SPEEDPOINT™	USA - Common Law	Date of first use – 2006	COMMON LAW
TBX™	USA - Common Law	Date of first use - 03/2001	COMMON LAW
TRV®	Canada	02/01/2005	631714
TRV®	USA	07/06/2004	2861288
WORLD CLASS ALL TERRAIN VEHICLES™	USA - Common Law	Date of first use – 1995	COMMON LAW

XT™	USA - Common Law	Date of first use - 06/2005	COMMON LAW
XTX™	USA - Common Law	Date of first use - 06/2007	COMMON LAW
XTZ™	USA - Common Law	Date of first use - 06/2008	COMMON LAW
ARCTIC CAT™	China	06/24/2006	5443538
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	France	01/31/1991	1641564
ARCTIC CAT®	Finland	05/12/1993	126273
ARCTIC CAT®	Norway	01/06/1977	97973
ARCTIC CAT®	Sweden	09/10/1993	251508
ARCTIC CAT®	USA	06/18/1991	1647837
ARCTIC CIRCLE™	USA - Common Law	Date of first use - 2007	COMMON LAW
ARCTICWEAR®	Canada	11/21/1986	320909
ARCTICWEAR®	USA	02/13/1979	1113183
A WHOLE DIFFERENT ANIMAL™	USA - Common Law	Date of first use - 09/06/1995	COMMON LAW
BLACK MAGIC®	Canada	03/04/1994	424434
BLACK MAGIC (STYLIZED)®	USA	07/21/1992	1701656
CATMASTER®	Canada	08/26/1994	432159
CATMASTER®	USA	03/29/1994	1828332
EL TIGRE™	Canada	09/10/1993	416555
GONE WHEELIN™	USA - Common Law	Date of first use - 06/2007	COMMON LAW
MISCELLANEOUS DESIGN (Cat's Head)®	Canada	03/28/1986	312714
MISCELLANEOUS DESIGN (Cat's Head)®	USA	08/24/1993	1789501
PANTERA®	Canada	03/03/1995	440026
RIDE™	USA - Common Law	Date of first use - 07/2002	COMMON LAW
SNO PRO®	Canada	03/20/1992	396002
SNO PRO®	USA	05/11/1993	1770179
SNO PRO®	USA	06/22/1993	1777672
SNO-CROSS®	USA	04/30/1991	1642895
SPEEDRACK®	Canada	05/24/2007	688210
SPEEDRACK®	European Community	07/24/2006	4032769
SPEEDRACK®	USA	04/18/2006	3081671
TEAM ARCTIC®	Canada	03/03/1995	440022
TEAM ARCTIC®	USA	08/27/1991	1654873
THUNDERCAT®	European Community	08/21/2006	330,126
WILDCAT®	Canada	05/10/1991	384243

ZR®	USA	11/09/1993	1803563
ZR®	Canada	05/05/1995	422490
ARCTIC CAT®	Argentina	08/01/1996	1609717
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	Japan	07/31/1996	3182998
ARCTIC CAT®	USA	03/04/1969	865633
BEARCAT®	Australia	02/07/1997	672238
BEARCAT®	Finland	12/20/1995	141862
BEARCAT®	USA	06/25/1996	1982860
CHEETAH®	USA	05/13/1975	1010674
COUGAR®	Canada	06/18/1993	413602
COUGAR®	USA	10/22/1991	1661623
EL TIGRE™	Canada	09/10/1993	416555
EL TIGRE®	USA	05/07/1991	1643544
EXT®	Canada	08/14/1992	401342
EXT®	USA	07/23/1991	1651429
FIRECAT®	Canada	07/12/2004	614638
FIRECAT®	European Community	11/18/2004	3013703
FIRECAT®	USA	11/04/2003	2779647
JAG®	Canada	10/28/1994	434873
JAG®	USA	08/25/1981	1166432
KITTY CAT®	Canada	04/08/1988	339037
LYNX®	Canada	02/02/1979	231675
LYNX®	USA	07/25/1978	1097348
MOUNTAIN CAT (STYLIZED)®	Canada	01/25/1991	378910
PANTERA®	USA	09/01/1981	1167171
PANTHER®	Canada	06/04/1971	176503
PANTHER®	USA	05/12/1970	890813
PROWLER®	USA	07/18/1989	1548214
PUMA®	Canada	08/11/1972	184776
SNO PRO®	European Community	02/11/2002	1752328
SNO PRO®	USA	12/04/2001	2514374
THUNDERCAT®	Canada	04/09/1993	410832
THUNDERCAT®	USA	03/30/1993	1762029
Z®	Canada	11/25/1994	436104
WILDCAT	USA	04/29/2011	85308858
BLACK MAGIC	USA	12/29/2010	85207420
MUDPRO	USA	09/06/2011	4021076
THUNDERCAT	USA	02/08/2011	3915903
AIR CAT Logo™	Kazakhstan	08/24/2007	59297
AIR CAT Logo™	Canada	10/04/2007	1366432
AIR CAT Logo®	Kazakhstan	07/22/2010	36809
AIR CAT Logo™	USA	10/03/2007	4,208,167
ARCTIC CAT®	Chile	05/31/2011	919830

ARCTIC CAT®	India	08/19/2011	02192868
ARCTIC CAT®	Kazakhstan	07/22/2010	36808
ARCTIC CAT®	Madrid Protocol (Norway, Russian Federation, Ukraine)	06/18/2010	1044269
ARCTIC CAT®	Turkey	05/18/2010	2010/32835
ARCTIC CAT®	USA	11/16/1999	2293113
ARCTIC CAT®	Canada	08/13/2001	549733
ARCTIC CIRCLE™	USA	2007	Common Law
ARCTICWEAR®	Madrid Protocol	06/30/2010	1044730
ARCTICWEAR®	Ukraine	06/30/2010	1044730
ARCTICWEAR®	Kazakhstan	07/22/2010	13207
BEARCAT	Finland	12/20/1995	141862
BLACK MAGIC™	Madrid Protocol (European Community)	10/17/2009	1019137
DRIFT RACING	USA	04/09/2013	4,619,445
EL TIGRE®	Canada	09/10/1993	416555
HDX™	USA-Common Law	06/2010	Common Law
WILDCAT	USA	04/29/2011	85979276
	USA	01/10/2012	4,083,865
MOTOR FIST	USA	07/26/2011	4003834
	USA	12/28/2010	3897819
	Canada	05/02/2012	TMA823192
MOTOR FIST	Registered [Designated countries: China, European Union, Japan and Norway. Mark <i>refused</i> in Russia*.]	03/07/2012	1120480
	Registered [Designated countries: China,	12/07/2009	1024837

	European Union, Japan and Norway. Mark <i>refused</i> in Russia.]		
ARCTIC CAT	Honduras	12/04/2014	43239-2014
AIR CAT	Honduras	10/28/2016	139071
ARCTIC CAT	Israel	02/11/2015	272159
AIR CAT	Israel	02/02/2016	272157
ARCTIC CAT	Mexico	10/16/2014	1538556
ARCTIC CAT	Mexico	11/26/2015	1593495
AIR CAT logo	Mexico	11/26/2015	1593495
AIR CAT logo	Mexico	08/13/2015	1562967
ARCTIC CAT	Qatar	04/21/2015	96538
AIR CAT logo	Kazakhstan	10/23/2013	42044
ARCTICWEAR	Kazakhstan	11/09/2011	36810
ARCTICWEAR	Norway	06/30/2010	20108253
BLACK MAGIC	U.S.	06/25/2013	4,358,405
WILDCAT	Australia	10/28/2011	1098314
WILDCAT	European Union, Iceland, Norway, Russian Federation	10/28/2011	1098314
WILDCAT	Madrid Protocol	10/28/2011	A0026900
ARCTIC CAT and design	European Community	07/10/2011	10324077
MUDPRO	U.S.	09/06/2011	4,021,076
MOTORFIST	U.S.	09/06/2016	5,036,407
	U.S.	09/06/2016	5,036,410
	Canada	02/04/2016	1,766,440
MOTORFIST	Canada	02/04/2016	1,766,438
MOTORFIST	U.S.	10/11/2016	5,058,136
MOTORFIST	Canada	02/04/2016	1,766,438
FLYING CAT Logo	USA	06/10/2014	4,545,557
BLACK MAGIC	USA	03/23/2010	3,765,245
BLACK MAGIC	USA	12/29/2010	4,358,405
MUDPRO	USA	09/06/2011	4,021,076
ARCTIC CAT	Turkey	09/17/2009	2008 18254
DRIFT RACING	USA	10/14/2014	4,619,445

Domain names:

arctic-cat.com
arcticcat.com
arcticcatauction.com

arcticcatmiddleofnowhere.com
 arcticmiddleofnowhere.com
 visitmiddleofnowhere.com
 visitthemiddleofnowhere.com
 whatsnowmobilingsallabout.com
 worldsfastestsnowmobile.com
 worldsfastestsnowmobiles.com
 driftracing.com
 MOTORFIST.COM
 MOTORFIST.US
 MOTOFIST.COM
 MOTORFIST.INFO
 MOTORFIST.MOBI
 MOTORFIST.NET
 MOTORFIST.ORG
 MOTORFISTCANADA.COM
 MTRFIST.COM
 SNOMOBILINGISNOTACRIME.COM

TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY OF APPLICATION	DATE	TRADEMARK APPLICATION NUMBER
ARCTIC CAT™	China	05/28/2009	5443533
FLYING CAT Logo™	Canada	10/04/2007	1366432
ARCTIC CAT™	China	06/24/2006	5443632
ARCTIC CAT™	China	06/24/2006	5443540
ARCTIC CAT™	China	06/24/2006	5443539
FLYING CAT Logo™	Canada	10/04/2007	1366432
FLYING CAT Logo™	Turkey	03/31/2008	P-106056
WILDCAT™	Canada	10/28/2011	1549852

INTENT-TO-USE TRADEMARK APPLICATIONS¹

TRADEMARK	COUNTRY OF APPLICATION	FILING DATE	TRADEMARK APPLICATION
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¹ Pursuant to Section 2.2 above, no intent-to-use United States trademark application is included in the Trademark Collateral until an amendment to allege use or statement of use has been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, and, if filed, has been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

			NUMBER
ALTERRA	U.S.	04/28/2015	86612550
SVX 450	U.S.	11/15/2016	86/929,488
ACV	U.S.	05/10/2016	87/193,826
PROWLER	U.S.	08/16/2004	78/468,096

TRADEMARK LICENSES

TRADEMARK	OWNER	COUNTRY OF REGISTRATION	DATE	TRADEMARK REGISTRATION NUMBER
Diamond Drive System	Raymond Schoenfelder	Unregistered	Unregistered	Unregistered

EXHIBIT A-1
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Collateral added to Schedule I pursuant to this Agreement



TRADEMARK / TRADEMARK APPLICATION	COUNTRY OF REGISTRATION / APPLICATION	FILING DATE/ISSUE DATE	TRADEMARK SERIAL NUMBER/ REGISTRATION NUMBER
ARCTIC CAT	Honduras	12/04/2014	43239-2014
AIR CAT	Honduras	10/28/2016	139071
ARCTIC CAT	Israel	02/11/2015	272159
AIR CAT	Israel	02/02/2016	272157
ARCTIC CAT	Mexico	10/16/2014	1538556
ARCTIC CAT	Mexico	11/26/2015	1593495
AIR CAT logo	Mexico	11/26/2015	1593495
AIR CAT logo	Mexico	08/13/2015	1562967
ARCTIC CAT	Qatar	04/21/2015	96538
ALTERRA	U.S.	04/28/2015	86612550
AIR CAT logo	Kazakhstan	10/23/2013	42044
ARCTICWEAR	Kazakhstan	11/09/2011	36810
ARCTICWEAR	Norway	06/30/2010	201008253
BLACK MAGIC	U.S.	06/25/2013	4,358,405
WILDCAT	Australia	10/28/2011	1098314
WILDCAT	Canada	10/28/2011	1549852
WILDCAT	European Union, Iceland, Norway, Russian Federation	10/28/2011	1098314
WILDCAT	Madrid Protocol	10/28/2011	A0026900
ARCTIC CAT and design	European Community	07/10/2011	10324077
MUDPRO	U.S.	09/06/2011	4,021,076
SVX 450	U.S.	11/15/2016	86/929,488
ACV	U.S.	05/10/2016	87/193,826
MOTORFIST	U.S.	09/06/2016	5,036,407
	U.S.	09/06/2016	5,036,410
	Canada	02/04/2016	1766440
MOTORFIST	Canada	02/04/2016	1766438
MOTORFIST	U.S.	10/11/2016	5,058,136
MOTORFIST	Canada	02/04/2016	1766438

EXHIBIT A-2
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Collateral removed from Schedule I pursuant to this Agreement

ARCTIC CAT®	Russian Federation	11/22/1991	100195
ARCTIC-TECH®	USA	03/13/1990	1586859
ARCTIC WEAR™	Canada	03/10/1995	440313
BARRACUDA®	Canada	06/14/1996	459252
MRP (MULTIRACK PLATFORM)™	USA-Common Law	Date of first use - 06/2002	COMMON LAW
SHARKWEAR®	Canada	04/19/1996	456512
SHARKWEAR®	Canada	11/24/1995	450760
ZRT®	Canada	07/23/1997	478876
MOUNTAIN CAT (STYLIZED)®	USA	10/24/1989	1562077
POWDER SPECIAL®	Canada	07/05/1996	459970
TIGERSHARK	USA	12/22/1992	1742252
	USA	08/30/1994	1851415