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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM448893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COLUMBIA TRAILER CO., INC.		10/27/2017	Corporation: OREGON

RECEIVING PARTY DATA

Name:	BANNER BANK
Street Address:	ATTN: TINA LUCAS
Internal Address:	1000 SECOND AVENUE, SUITE 1580
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4290949	COLUMBIA
Registration Number:	2794663	KB

CORRESPONDENCE DATA

Fax Number: 2067577700

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: 2067578097

Email: michaelamalone@dwt.com

Correspondent Name: DAVIS WRIGHT TREMAINE LLP
Address Line 1: 1201 THIRD AVENUE SUITE 2200
Address Line 4: SEATTLE, WASHINGTON 98101-3045

ATTORNEY DOCKET NUMBER:	58243-372
NAME OF SUBMITTER:	Cindy L. Caditz
SIGNATURE:	/Cindy Caditz/
DATE SIGNED:	10/27/2017

Total Attachments: 6

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TRADEMARK REEL: 006192 FRAME: 0672

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is entered into as of October 27, 2017, by COLUMBIA TRAILER CO., INC., an Oregon corporation, and COLUMBIA INDUSTRIES LLC, an Oregon limited liability company (individually and collectively, "<u>Debtor</u>"), in favor of BANNER BANK (together with any successors or assigns, "<u>Secured Party</u>").

WHEREAS, Debtor and Secured Party are parties to a Security Agreement dated as of October 27, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in, among other things, each Trademark (as defined in the Security Agreement) identified in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees with Secured Party as follows:

Section 1. <u>Defined Terms</u>. Unless otherwise defined in this Agreement, capitalized terms have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

- (a) Debtor hereby grants to Secured Party a security interest in all the following property of Debtor, in each case, wherever located and whether now owned or at any time hereafter acquired by Debtor or in which Debtor has or at any time in the future may acquire any right, title and/or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of the Secured Obligations:
- (i) all of Debtor's Trademarks (as defined in the Security Agreement) including but not limited to the Trademarks, registrations, and applications for registration of Trademarks, set forth on Exhibit A hereto;
- (ii) all renewals or extensions of the registrations and all rights under any other laws in any property within the Trademark Collateral;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and
- (iv) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, damages, and any claim by the Grantor against third parties for past, present or future (1) infringement or dilution of any Trademark or (2) injury to the goodwill associated with any Trademark.
- (b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Lender, (ii) Grantor shall remain liable under each of the agreements included in the Trademark Collateral, and Lender shall not have any obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall Lender have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by Lender of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.
- Section 3. <u>Security Agreement</u>. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party in Security Agreement and

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Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement will control.

Section 4. <u>Applicable Law.</u> This Agreement shall be construed in accordance with and governed by, the laws of the State of Washington.

Section 5. <u>Counterparts</u>. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile, email or other electronic transmission) and all of the counterparts together will be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

DATED as of the date first set forth above.

Title:

COLUMBIA TRAILER CO., INC., an Oregon corporation

By: Name: NATHAN GEORGES
Title: PRESIDENT

COLUMBIA INDUSTRIES LLC, an Oregon limited liability company

By: Name: NATHAN GEORGES
Title: PRESIDENT

Accepted and Agreed:

BANNER BANK

By: Name: Service of the se

(Signature Page to Trademark Security Agreement)

TRADEMARK REEL: 006192 FRAME: 0675 DATED as of the date first set forth above.

Accepted and Agreed:

BANNER BANK

By: Name: Title: By:
Name:
Title:

COLUMBIA INDUSTRIES LLC, an Oregon limited liability company

By:
Name:
Title:

(Signature Page to Trademark Security Agreement)

EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATIONS

(a) Trademarks Owned by Columbia Industries LLC

MARK	JURISDICTION	APPLICATION / REGISTRATION NO.	STATUS
a a			4
XY COLUMBIA	China	Chinese Trademark Registration No. 11093552	Registered
incustries LLC		Class 40	: ** : *
	1	Filed June 19, 2012	
9 4	*	Issued August 7, 2016	is s s
*			.44
COLUMBIA Moustanes LLC	China	Chinese Trademark Registration No. 11093553	Registered
HURISINIESELL		Class 07	*** *
		Filed June 19, 2012	w. w.
N.	4 4	Issued May 14, 2015	
COLUMBIA MOUSTRES LIC	China	Chinese Trademark Registration No. 11093551	Registered
		Class 42	s_{i}
a de la companya de		Filed June 19, 2012	
	41	Issued November 7, 2013	
COLUMBIAINDUSTRI ESLLC	China	Chinese Trademark Application No. 11093554	Pending
COLLO		Class 12	
		Filed June 19, 2012	# [#]
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(b) Trademarks Owned by Columbia Trailer Co., Inc.

MARK	JURISDICTION	APPLICATION/REGISTRATION NO. AND DATE	STATUS IN TRADEMARK OFFICE
	United States	U.S. Trademark Registration No. 4290949 Classes: 07, 12, 40, 42 Filed on September 16, 2011 Issued on February 19, 2013	Registered
КВ	United States	U.S. Trademark Registration. No. 2794663 Class 12 Filed on July 17, 2002 Issued on December 16, 2003	Registered and Renewed
(COLUMBIA)	Canada	Canadian Trademark Registration No. TMA869816 Filed April 16, 2012 Issued on January 23, 2014	Registered
K-B	Canada	Canadian Trademark Registration No. TMA604681 Filed July 30, 2002 Issued on March 10, 2004	Registered
(COLUMBIA)	European Union	European Union Trademark Registration No. 010806529 Filed April 13, 2012 Issued September 12, 2012 Classes: 07, 12, 40, 42	Registered

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RECORDED: 10/27/2017

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