

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASV Holdings, Inc.		12/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1427023	TRACK TRUCK	
Registration Number:	2643693	LOEGERING	
Registration Number:	2640361	L LOEGERING	
Registration Number:	2836785	L LOEGERING	
Registration Number:	2107066	MUD BUCKET	
Serial Number:	87617782	ASV	
Serial Number:	87538382	TRACK TRUCK	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		

OP \$190.00 1427023

DATE SIGNED:	01/05/2018
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Total Attachments: 5

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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement (“Supplement”), dated as of December 27, 2017, is by ASV HOLDINGS, INC., a Delaware corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION (“PNC”), in its capacity as agent for the Lenders (“Administrative Agent”).

BACKGROUND

This Supplement is being delivered in connection with that certain Revolving Credit, Term Loan and Security Agreement dated as of December 23, 2016 by and among Grantor (the “Borrower” and together with the Guarantors (as defined therein), collectively the “Loan Parties” and each a “Loan Party”), the financial institutions party thereto as lenders from time to time (collectively, the “Lenders” and each a “Lender”) and Administrative Agent, as amended and restated by that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Intellectual Property Security Agreement dated as of December 23, 2016 by Grantor in favor of Administrative Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

A. Pursuant to the Credit Agreement and the IP Security Agreement, Grantor granted to Administrative Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor’s Trademarks and Patents (as defined therein).

B. Grantor has acquired the trademarks and/or patents set forth on Schedule I-2 attached hereto and made part hereof (collectively, “Additional IP”).

C. Grantor and Administrative Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Administrative Agent’s lien on and security interest in the Additional IP, as set forth more fully in the IP Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) the Additional IP, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of the Additional IP.

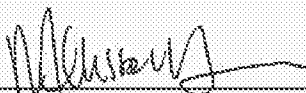
2. Schedule I to the IP Security Agreement is hereby supplemented by the information contained on Schedule I-2. All references to Schedule I contained in the IP Security Agreement shall be deemed, for all purposes, to also refer to and include the Additional IP listed on Schedule I-2.

3. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

ASV HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Melissa How
Title: Secretary

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Lender and Administrative Agent

By: _____
Name:
Title:

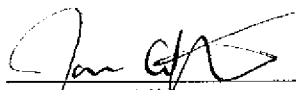
IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

ASV HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Lender and Administrative Agent

By:  _____
Name: James Clifton
Title: Senior Vice President

SCHEDULE I-2

Trademarks:

Trademark	Class	Country	Status	Registration No.	Registration Date
LOEGERING	7	Canada	Registered	TMA589414	9/10/2003
TRACK TRUCK	12	Canada	Registered	TMA341243	6/3/1998
TRACK TRUCK	12	US	Cancellation Pending	1427023	1/27/1987
LOEGERING	7	US	Registered	2643693	10/29/2002
L LOEGERING and design	7	US	Registered	2640361	10/22/2002
L LOEGERING and design	7	US	Registered	2836785	4/27/2004
MUD BUCKET	12	US	Registered	2107066	10/21/1997

Trademark Applications:

Trademark	Class	Country	Status	Application No.	Application Date
ASV	12	US	Pending	87/617782	9/21/2017
TRACK TRUCK	12	US	Pending	87/538382	7/21/2017

Patents:

Country	Filing Date	Application Number	Issue Date	Patent Number	Title
US	4/21/1998	09/063,685	6/19/2001	6,247,547	Suspension and drive mechanism for multi-surface vehicle
US	4/8/2014	14/450,401	5/9/2017	9,643,667	Conversion System for wheeled Vehicle
CA	12/12/2007	2,672,466	2/3/2015	2,672,466	Conversion System for wheeled Vehicle
CA	5/9/2008	2,698,731	2/21/2017	2,698,731	Apparatus for Converting a Wheeled Vehicle to a Tracked Vehicle