

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM459292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tracker Marine, L.L.C.		01/18/2018	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	74153036	TRACKER	
Serial Number:	73215636	BASS TRACKER	
Serial Number:	72305225	MAKO	
Serial Number:	72401288	MAKO	
Serial Number:	72415018	MAKO	
Serial Number:	73649226	TRACKER MARINE	
Serial Number:	73832795	TRACKER	
Serial Number:	73833011	TRACKER	
Serial Number:	74161928	NITRO	
Serial Number:	75262951	TRACKER	
Serial Number:	75339286	TAHOE	
Serial Number:	76032495	MAKO MARINE	
Serial Number:	78443595	BASS TRACKER	
CORRESPONDENCE DATA			
Fax Number:	2139963305		
<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:	2136836305		
Email:	williamwolff@paulhastings.com		
TRADEMARK			

CH \$340.00 74153036

Correspondent Name: William Wolff
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 93462.00003

NAME OF SUBMITTER: William Wolff

SIGNATURE: /William Wolff/

DATE SIGNED: 01/24/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of January 18, 2018, by Tracker Marine, L.L.C. (the “Grantor”), in favor of Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain ABL Guarantee and Collateral Agreement dated as of September 25, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (ii) all goodwill associated therewith or symbolized thereby;
- (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

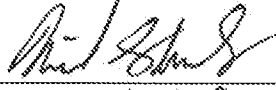
TRACKER MARINE, L.L.C.,
as Grantor

By: Larry K. Wilcher
Name: Larry K. Wilcher
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006255 FRAME: 0833

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Michael Stavrakos
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. TRADEMARKS			
SERIAL NO.	REG. NO.	MARK	OWNER
74153036	1674981	TRACKER	TRACKER MARINE, L.L.C.
73215636	1179015	BASS TRACKER	TRACKER MARINE, L.L.C.
72305225	884489	MAKO	TRACKER MARINE, L.L.C.
72401288	963390	MAKO	TRACKER MARINE, L.L.C.
72415018	951774	MAKO	TRACKER MARINE, L.L.C.
73649226	1473642	TRACKER MARINE	TRACKER MARINE, L.L.C.
73832795	1629822	TRACKER	TRACKER MARINE, L.L.C.
73833011	1629823	TRACKER	TRACKER MARINE, L.L.C.
74161928	1677527	NITRO	TRACKER MARINE, L.L.C.
75262951	2149269	TRACKER	TRACKER MARINE, L.L.C.
75339286	2279858	TAHOE	TRACKER MARINE, L.L.C.
76032495	2670891	MAKO MARINE	TRACKER MARINE, L.L.C.
78443595	2989611	BASS TRACKER	TRACKER MARINE, L.L.C.