

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JACKRABBIT		04/30/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACADEMY BANK, N.A.		
<b>Street Address:</b>	1111 MAIN, SUITE 1600		
<b>City:</b>	KANSAS CITY		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64105		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5571387	CONSTANT RACE	
<b>Registration Number:</b>	4608065	JACK RABBIT	
<b>Registration Number:</b>	4608064	JACKRABBIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8165317545		
<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>			
<b>Phone:</b>	816-460-2400		
<b>Email:</b>	trademarks.us@dentons.com		
<b>Correspondent Name:</b>	DENTONS US LLP		
<b>Address Line 1:</b>	P.O. BOX 061080		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606-1080		
<b>NAME OF SUBMITTER:</b>	BRIAN R. MCGINLEY		
<b>SIGNATURE:</b>	/brm/		
<b>DATE SIGNED:</b>	05/01/2019		
<b>Total Attachments: 4</b>			
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OP \$90.00 5571387

## GRANT OF SECURITY INTEREST IN TRADEMARKS

April 30, 2019

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JACKRABBIT, a California corporation ("Grantor") having its principal office at 7049 Vista Drive, West Des Moines, Iowa 50266, hereby grants to ACADEMY BANK, N.A., a national bank (together with its successors and assigns, "Grantee") having an office at 1111 Main, Suite 1600, Kansas City, Missouri, 64105, a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks and applications therefor set forth on Schedule A attached hereto (collectively, the "Trademarks", and each, a "Trademark"), (b) the goodwill of the businesses with which each Trademark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Trademark, unfair competition regarding any Trademark or injury to the goodwill associated with any Trademark, (d) all of Grantor's rights corresponding thereto throughout the world and (e) all proceeds and products of each Trademark.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") is made to secure the satisfactory performance and payment of the Liabilities, as such term is defined in that certain Loan and Security Agreement among Grantor, Jackrabbit, LLC, Jackrabbit Holdings Inc. and Grantee dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"). Upon termination of the Loan Agreement and payment in full of the Liabilities (other than contingent indemnification obligations for which no claim has been asserted), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:


JACKRABBIT, a California corporation

By: 

Name: Michael Staylor

Title: Secretary

**Schedule A to Grant of Security Interest in Trademarks**

Mark	Class	Goods	Status
CONSTANT RACE	007	Agricultural machinery, namely, harvesters; Agricultural machines, namely, harvesters, disk harrows; Agricultural machine components, namely, belts for machines, filter screens for agricultural machines, electric motors for agricultural machines, air condensers, pressure switches as parts of machines, thermostat control valves for machines, valves being parts of machines, hydraulic and pneumatic window closers and openers, earth augers, bearings as parts of machines, brake linings for machines, springs being parts of machines, cables for lifts, air filters for motors and engines, oil and fuel filters, machine engine fans, alternators; Machine tools for harvesting nuts and fruits.	Reg. No. 5,571,387 (09/25/18)
	<p>007</p> <p>012</p> <p>035</p> <p>040</p>	<p>machine tools for harvesting, processing, and storage of fruits, nuts and nut shells, and the pruning of fruit and nut trees, excluding drills, drill bit adaptors and hand-held power tools; machines for harvesting, processing, and storage of fruits, nuts and nut shells, and the pruning of fruit and nut trees, namely, agricultural harvesters, agricultural elevators, agricultural conveyors and pruning towers</p> <p>cars and carts, namely, motorized golf carts, motorized luggage carts, non-motorized food carts, side dump shuttle carts, reservoir carts; tractor trailers; tractors; tractors for agricultural purposes.</p> <p>business consulting services in the agricultural field.</p> <p>manufacturing services for others in the field of agriculture.</p>	Reg. No. 4,608,065 (09/23/14)
JACKRABBIT	007	machine tools for harvesting, processing, and storage of fruits, nuts and nut shells, and the pruning of fruit and nut trees, excluding drills, drill bit adaptors and hand-held power tools; machines for harvesting, processing, and storage of	Reg. No. 4,608,064 (09/23/14)

	012	fruits, nuts and nut shells, and the pruning of fruit and nut trees, namely, agricultural harvesters, agricultural elevators, agricultural conveyors and pruning towers	
	035	cars and carts, namely, motorized golf carts, motorized luggage carts, non-motorized food carts, side dump shuttle carts, reservoir carts; tractor trailers; tractors; tractors for agricultural purposes.	
	040	business consulting services in the agricultural field.	
		manufacturing services for others in the field of agriculture.	