

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RT ACquisition corp.		05/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Suntrust Bank, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2374492	AIRBAR	
Registration Number:	2368569	SHOCKWAVE	
Registration Number:	2954373	RIDEPRO	
Registration Number:	2917095	STRONG ARMS	
Registration Number:	3572979	STREET CHALLENGE	
Registration Number:	3243403	LEVELPRO	
Registration Number:	3583743	RIDETECH	
Registration Number:	3587579	AIRPOD	
Registration Number:	3587580	AIRPOD	
Registration Number:	3982263		
Registration Number:	4957575	LEVELTOW	
Registration Number:	5046455	LEVELTOW ADVANCED TOWING SOLUTIONS BY RI	
Registration Number:	5055993	STREETGRIP	
Registration Number:	5477106	R-JOINT	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723428		

OP \$365.00 2374492

Email: TKirillova@KSLAW.com
Correspondent Name: Tatyana Kirillova, Paralegal
Address Line 1: 1180 Peachtree Street N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Tatyana Kirillova

SIGNATURE: //Tatyana Kirillova//

DATE SIGNED: 05/09/2019

Total Attachments: 8

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2019 (this “Security Agreement”), is made by RT ACQUISITION CORP., a Delaware corporation (the “Grantor”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, FOX FACTORY HOLDING CORP., a Delaware corporation (“FFH”), FOX FACTORY, INC., a California corporation (“FF”), and ST USA HOLDING CORP., a Delaware corporation (“ST USA” and together with FFH and FF, each a “Borrower” and, collectively, the “Borrowers”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Second Amended and Restated Revolving Credit Agreement, dated as of May 11, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of August 13, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

hereto;

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule I

- (ii) all renewals and extensions of the foregoing;

- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

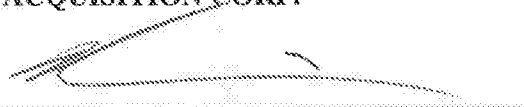
Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the 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.

RT ACQUISITION CORP.

By: 
Name: Michael Derrison
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

RT ACQUISITION CORP.

By: _____

Name:

Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: Christ Sumulong

Name: Christian Sumulong

Title: Vice President

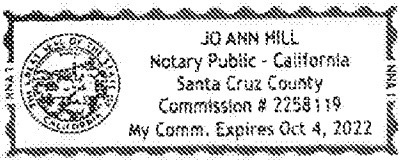
ACKNOWLEDGMENT OF GRANTOR

State of CALIFORNIA)
County of SANTA CRUZ)

ss.

On this 2 day of MAY, 2019 before me personally appeared Michael Dennison, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RT Acquisition Corp., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public



ALL-PURPOSE ACKNOWLEDGMENT

Title of Document: Temporary Security Agreement
Date of Document: MAY 2, 2019

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

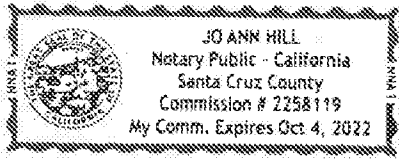
State of California)
County of Santa Cruz) ss.
On 2 May, 2019 before me, Jo Ann Hill, Notary Public,
personally appeared MICHAEL DAWSON

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]





FOR NOTARY STAMP

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
US	AIRBAR	Registered	75/608464	12/22/1998	2374492	08/08/2000	RT Acquisition Corp.
US	SHOCKWAVE	Registered	75/774096	08/12/1999	2368569	07/18/2000	RT Acquisition Corp.
US	RIDEPRO	Registered	76/563314	12/04/2003	2954373	05/24/2005	RT Acquisition Corp.
US	STRONG ARMS	Registered	76/568879	01/08/2004	2917095	01/11/2005	RT Acquisition Corp.
US	STREET CHALLENGE	Registered	76/671831	01/25/2007	3572979	02/10/2009	RT Acquisition Corp.
US	LEVELPRO	Registered	76/663527	01/24/2006	3243403	05/22/2007	RT Acquisition Corp.
US	RIDETECH	Registered	76/682627	10/04/2007	3583743	03/03/2009	RT Acquisition Corp.
US	AIRPOD	Registered	76/682624	10/04/2007	3587579	03/10/2009	RT Acquisition Corp.
US	AIRPOD (Stylized)	Registered	76/682628	10/04/2007	3587580	03/10/2009	RT Acquisition Corp.
US	RIDE TECH Logo (Black Shock Absorber Design) 	Registered	77/897053	12/18/2009	3982263	06/21/2011	RT Acquisition Corp.
US	LEVELTOW	Registered	86/608642	04/24/2015	4957575	05/10/2016	RT Acquisition Corp.
CA	LEVELTOW	Registered	1726818	05/05/2015	TMA990,154	02/06/2018	RT Acquisition Corp.
EM	LEVELTOW	Registered	014511828	08/27/2015	14511828	12/24/2015	RT Acquisition Corp.
US	LEVELTOW ADVANCED TOWING SOLUTIONS BY RIDETECH (& Design)	Registered	86/615285	04/30/2015	5046455	09/20/2016	RT Acquisition Corp.

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
							
CA	LEVELTOW ADVANCED TOWING SOLUTIONS BY RIDETECH & Design 	Registered	1726996	05/06/2015	TMA989,448	01/26/2018	RT Acquisition Corp.
US	STREETGRIP	Registered	86/754547	09/11/2015	5055993	10/04/2016	RT Acquisition Corp.
US	R-JOINT	Registered	87/516148	07/05/2017	5477106	05/22/2018	RT Acquisition Corp.