

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RING & PINION SERVICE INC.		05/16/2019	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5709096	USA STANDARD GEAR
Registration Number:	5570783	ZBAG
Registration Number:	5571502	HUMAN RESOURCE RECORDS
Registration Number:	5579564	DIFF WIZARD
Registration Number:	5471306	Z
Registration Number:	5358932	ZBAG ZUMBROTA BEARING AND GEAR
Registration Number:	4663837	YUKON LAUNCH
Registration Number:	4749533	R RANDYS
Registration Number:	4678007	USA STANDARD GEAR
Registration Number:	4373434	YUKON HARDCORE
Registration Number:	4391751	DIFF WIZARD
Registration Number:	4260420	DIFF WIZARD
Registration Number:	4070479	ULTIMATE 88
Registration Number:	3957696	Y
Registration Number:	3874772	SPIN FREE
Registration Number:	5204378	YUKON MIGHTY SEAL
Registration Number:	3716871	GRIZZLY LOCKER
Registration Number:	3726559	SPARTAN LOCKER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3658689	SUPER JOINT
Registration Number:	3887222	YG
Registration Number:	3669761	ZIP LOCKER
Registration Number:	3801018	YUKON GEAR & AXLE
Registration Number:	2578732	
Registration Number:	2563743	RANDY'S RING & PINION
Registration Number:	3386692	YUKON DURA GRIP
Registration Number:	2949622	YUKON ULTIMATE 35 AXLE KIT

CORRESPONDENCE DATA

Fax Number: 4155911400
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.
Email: trademarksSF@winston.com
Correspondent Name: Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111-5840

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	05/17/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of May 16, 2019 (the “*Effective Date*”) between each of the signatories hereto (collectively, the “*Grantors*”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “*Collateral Agent*”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 16, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”), by and among the Grantors, the other grantors party thereto and the Collateral Agent (capitalized terms used herein but not defined herein shall have their respective meanings as defined in the Pledge and Security Agreement); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. GRANT OF SECURITY.

As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “*Intellectual Property Collateral*”):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “*Copyrights*”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Patents*”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. §1051(d) or amendment to allege use under 15 U.S.C. §1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Trademarks*”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Trade Secrets*”).

SECTION 2. RECORDATION.

Each Grantor authorizes and requests that the United States Patent and Trademark Office, the U.S. Copyright Office and any other applicable government officer record this Agreement.

SECTION 3. COUNTERPARTS.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page

of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. GOVERNING LAW.

This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 5. CONFLICT PROVISION.

This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

RING & PINION SERVICE INC.,
as a Grantor

By: 
Name: Andrew Mayer
Title: Vice President, Treasurer,
Secretary

Address:
111 West Monroe Street
Chicago, IL 60603

BMO HARRIS BANK N.A., as Collateral Agent

By: Pauline Christopher

Name: Pauline Christopher

Title: Managing Director

Address:

111 West Monroe Street

Chicago, IL 60603

Attention: Pauline Christopher

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006647 FRAME: 0817

**SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. Copyrights

Grantor	Title of Work	Registration No.
Ring & Pinion Service Inc.	Differentials - identification restoration and repair.	TX0006498849

2. Patents

Grantor	Patent Title	Country	Application Date / Issue Date	Status	Application / Patent No.
Ring & Pinion Service Inc.	LOCKING DIFFERENTIAL HAVING A SPLITCENTER DRIVER	US	01/31/2008 / 11/02/2010	Active	7,824,296
		US	9/29/2010 / 11/29/11	Active	8,066,607
		MX	1/29/2009 / 02/07/12	Active	295803
		AU	1/29/2009 / 04/26/13	Active	2009200312
		CA	1/29/2009 / 04/22/14	Active	2,651,484
Ring & Pinion Service Inc.	PRELOADED DIFFERENTIALS	US	03/17/2008 / 05/24/11	Active	12/050112 / 7946946
		MX	3/17/2009 / 04/11/12	Active	298039
		AU	3/13/2009 / 12/24/13	Active	2009201008
		CA	3/17/2009 / 01/05/16	Active	2,658,750
Ring & Pinion Service Inc.	LOCKING DIFFERENTIAL WITH SHEAR PIN/SPRING ASSEMBLY	US	10/31/2008 / 02/21/2012	Active	8,117,946
		CA	10/22/2009 / 7/19/16	Active	2,683,336
		AU	10/9/2009 / 11/20/14	Active	2009222626
		MX	10/8/2009 / 1/9/14	Active	MX/a/2009/010897
Ring & Pinion Service Inc.	LOCKING DIFFERENTIALS HAVING IMPROVED CLUTCH TEETH (GRIZZLY)	MX	10/7/2009 / 2/5/14	Active	317842

3. Trademarks

Grantor	Item	Status	BLG Ref. #	Serial # /App. #	Registration #	Filing Date	Jurisdiction
Ring & Pinion Service Inc.	USA STANDARD GEAR	Registered 03/26/19	RRPI-2-1045	88/048263	5,709,096	07/23/18	United States
Ring & Pinion Service Inc.	ZBAG	Registered 09/25/18	RRPI-2-1044	87/929503	5,570,783	05/21/18	United States
Ring & Pinion Service Inc.	ZUMBROTA DRIVETRAIN	Registered 09/25/18	RRPI-2-1042	87929529	5,572,502	05/21/18	United States
Ring & Pinion Service Inc.	DIFF WIZARD	Registered 10/09/18	RRPI-2-1041	87,806,028	5,579,564	02/21/18	United States
Ring & Pinion Service Inc.	Z	Registered 5/15/18	RRPI-2-1040	87520229	5,471,306	07/07/17	United States
Ring & Pinion Service Inc.	ZBAG ZUMBROTA BEARING AND GEAR	Registered 12/19/17	RRPI-2-1039	87,434,927	5,358,932	05/03/17	United States
Ring & Pinion Service Inc.	YUKON LAUNCH	Registered 12/30/14	RRPI-2-1036	86/311,310	4,663,837	06/16/14	United States
Ring & Pinion Service Inc.	RANDYS WORLDWIDE AUTOMOTIVE - AU	Registered 03/30/15	RRPI-12-1040	1661383	1661383	11/28/14	Australia
Ring & Pinion Service Inc.	RANDYS WORLDWIDE AUTOMOTIVE - CA	Registered 3/29/16	RRPI-12-1041	1707304	TMA932,863	12/15/14	Canada
Ring & Pinion Service Inc.	RANDYS WORLDWIDE AUTOMOTIVE - MX	Registered 12/4/14	RRPI-12-1042	1556206	1539603	12/4/14	Mexico
Ring & Pinion Service Inc.	RANDYS DESIGN	Registered 6/2/15	RRPI-2-1032	86/309,681	4,749,533	06/13/14	United States
Ring & Pinion Service Inc.	RANDYS DESIGN- AU	Registered 03/12/15	RRPI-12-1037	1661109	1661109	11/27/14	Australia
Ring & Pinion Service Inc.	RANDYS DESIGN- CA	Registered 3/29/16	RRPI-12-1038	1707302	TMA932,753	12/15/14	Canada
Ring & Pinion Service Inc.	RANDYS DESIGN- MX	Registered 04/27/15	RRPI-12-1039	1556205	1532928	12/04/14	Mexico
Ring & Pinion Service Inc.	USA STANDARD GEAR - (refile Principal Registry)	Registered 1/27/15	RRPI-2-1031	86/280,233	4,678,007	05/13/14	United States

Grantor	Item	Status	BLG Ref. #	Serial # /App #	Registration #	Filing Date	Jurisdiction
Ring & Pinion Service Inc.	USA STANDARD GEAR - AU (logo)	Registered 3/29/16	RRPI-12-1044	1718034	1718034	08/31/15	Australia
Ring & Pinion Service Inc.	USA STANDARD GEAR - CA	Registered 8/2/16	RRPI-12-1035	1676697	TMS944,771	05/12/14	Canada
Ring & Pinion Service Inc.	USA STANDARD GEAR - MX	Registered 4/21/14	RRPI-12-1036	1478492	1551257	04/21/14	Mexico
Ring & Pinion Service Inc.	YUKON HARDCORE-lockout hubs refile	Registered 7/23/13	RRPI-2-1029	85/605,444	4,373,434	04/23/12	United States
Ring & Pinion Service Inc.	YUKON HARDCORE-lockout hubs refile- AU	Registered 8/14/14	RRPI-12-1028	1520808	1,520,808	10/18/12	Australia
Ring & Pinion Service Inc.	YUKON HARDCORE-lockout hubs refile- CA	Registered 01/16/15	RRPI-12-1027	1597868	TMA894170	10/11/12	Canada
Ring & Pinion Service Inc.	DIFF WIZARD ReDesign	Registered 8/27/13	RRPI-2-1030	85/821,455	4,391,751	01/11/13	United States
Ring & Pinion Service Inc.	DIFF WIZARD ReDesign-AU	Registered 10/11/13	RRPI-12-1031	1565626	1565626	06/28/13	Australia
Ring & Pinion Service Inc.	DIFF WIZARD ReDesign-CA	Registered 9/22/15	RRPI-12-1032	1633522	914740	07/02/13	Canada
Ring & Pinion Service Inc.	DIFF WIZARD ReDesign-MX	Registered 6/28/13	RRPI-12-1033	1387908	1411548	06/28/13	Mexico
Ring & Pinion Service Inc.	DIFF WIZARD Design	Registered 12/18/12	RRPI-2-1028	85/527,401	4,260,420	01/27/12	United States
Ring & Pinion Service Inc.	DIFF WIZARD Design-AU	Registered 7/19/12	RRPI-12-1024	1503317	1503317	07/19/12	Australia
Ring & Pinion Service Inc.	DIFF WIZARD Design-CA	Registered 11/14/14	RRPI-12-1025	1,587,118	TMA890,054 1587118	07/20/12	Canada
Ring & Pinion Service Inc.	DIFF WIZARD-AU	Registered 5/15/13	RRPI-12-1021	1465505		12/15/11	Australia
Ring & Pinion Service Inc.	DIFF WIZARD-CA	Registered 4/8/13	RRPI-12-1022	1,556,813	TMA847807 1556813	12/16/11	Canada
Ring & Pinion Service Inc.	DIFF WIZARD-MX	Registered 12/16/11	RRPI-12-1023	1237967	1315491	12/16/11	Mexico
Ring & Pinion Service Inc.	ULTIMATE 88	Registered 12/13/11	RRPI-2-1023	85/313,716	4,070,479	05/05/11	United States
Ring & Pinion Service Inc.	YUKON ULTIMATE 88 Design-AU	Registered 7/16/12	RRPI-12-1026	1,502,322	1,502,322	07/16/12	Australia

Grantor	Item	Status	BLG Ref. #	Serial # /App #	Registration #	Filing Date	Jurisdiction
Ring & Pinion Service Inc.	ULTIMATE 88-MX	Registered 10/24/11	RRPI-12-2020	1222454	1275969	10/24/11	Mexico
Ring & Pinion Service Inc.	Y	Registered 5/10/11	RRPI-2-1022	85127283	3,957,696	09/10/10	United States
Ring & Pinion Service Inc.	Y-CA	Registered 6/29/15	RRPI-12-1017	1,518,083	TMA907462 1518083	03/07/11	Canada
Ring & Pinion Service Inc.	SPIN FREE	Registered 11/9/10	RRPI-2-1020	77/879,071	3,874,772	11/23/09	United States
Ring & Pinion Service Inc.	SPIN FREE-CA	Registered 08/18/11	RRPI-12-1015	1,481,592	TMS 804,746	05/18/10	Canada
Ring & Pinion Service Inc.	YUKON MIGHTY SEAL	Registered 05/16/17	RRPI-2-1038	87/191,519	5,204,378	10/03/16	United States
Ring & Pinion Service Inc.	GRIZZLY LOCKER	Registered 11/24/09	RRPI-2-1016	77/693,232	3,716,871	03/17/09	United States
Ring & Pinion Service Inc.	GRIZZLY LOCKER-MX	Registered 8/17/09	RRPI-12-1013	1021151	1115874	07/20/09	Mexico
Ring & Pinion Service Inc.	SPARTAN LOCKER	Registered 12/15/09	RRPI-2-1014	77/648,752	3,726,559	01/13/09	United States
Ring & Pinion Service Inc.	SPARTAN LOCKER-AU	Registered 07/13/09	RRPI-12-1008	1309175	1309175	07/13/09	Australia
Ring & Pinion Service Inc.	SPARTAN LOCKER-CA	Registered 11/04/10	RRPI-12-1003	1,444,586	TMA781,636	07/13/09	Canada
Ring & Pinion Service Inc.	SUPER JOINT	Registered 7/21/09	RRPI-2-1002	77/243,442	3,658,689	07/31/07	United States
Ring & Pinion Service Inc.	YG	Registered 12/7/10	RRPI-2-1013	77/729,613	3,887,222	05/05/09	United States
Ring & Pinion Service Inc.	YUKON BEAR TRAC-AU	Registered 07/13/09	RRPI-12-1007	1309180	1309180	07/13/09	Australia
Ring & Pinion Service Inc.	YUKON BEAR TRAC-CA	Registered 1/17/14	RRPI-12-1002	1,444,585	TMA869,286	07/13/09	Canada
Ring & Pinion Service Inc.	ZIP LOCKER	Registered 8/18/09	RRPI-2-1001	77086025	3669761	01/18/07	United States
Ring & Pinion Service Inc.	ZIP LOCKER-AU	Registered 7/13/09	RRPI-12-1006		1309181	07/13/09	Australia
Ring & Pinion Service Inc.	ZIP LOCKER-CA	Registered 3/07/11	RRPI-12-1001	1,444,584	TMA792,221	07/13/09	Canada
Ring & Pinion Service Inc.	YUKON GEAR & AXLE DESIGN (new design 09)	Registered 6/8/10	RRPI-2-1017	77/777,729	3,801,018	07/09/09	United States
Ring & Pinion Service Inc.	YUKON GEAR & AXLE DESIGN- (new design) AU	Registered 07/13/09	RRPI-12-1010	1309176	1309176	07/13/09	Australia
Ring & Pinion Service Inc.	YUKON GEAR & AXLE	Registered 3/14/14	RRPI-12-1005	1,444,590	TMA873,315	07/13/09	Canada

Grantor	Item	Status	BLG Ref. #	Serial # /App #	Registration #	Filing Date	Jurisdiction
	DESIGN- (new design) CA						
Ring & Pinion Service Inc.	HALO DESIGN	Registered 6/11/02	RRPI-2-1009	78007270	2578732	05/08/00	United States
Ring & Pinion Service Inc.	RANDYS RING & PINION	Registered 4/23/02	RRPI-2-1008	78007282	2563743	05/08/00	United States
Ring & Pinion Service Inc.	YUKON DURA GRIP	Registered 2/19/08	RRPI-2-1011	78837923	3386692	03/15/06	United States
Ring & Pinion Service Inc.	YUKON ULTIMATE 35 AXLE KIT	Registered 5/10/05	RRPI-2-1012	78145138	2949622	07/18/02	United States