

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOX FACTORY, INC.		06/03/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	555 California St.		
Internal Address:	10th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Registration Number:	5605351	RACE FACE	
Registration Number:	5590471	FOX	
Registration Number:	5584002	FOX FACTORY	
Registration Number:	5566621	IQS	
Registration Number:	5538166	SPORT TRUCK USA INC.	
Registration Number:	5538165	SPORT TRUCK USA	
Registration Number:	5527396	4X4POSI-LOK POSITIVE AXLE ENGAGEMENT	
Registration Number:	5527395	4X4POSI-LOK	
Registration Number:	5467031	ZONE OFFROAD PRODUCTS	
Registration Number:	5467030	ZONE OFFROAD PRODUCTS	
Registration Number:	5466409	CINCH	
Registration Number:	5466408	C	
Registration Number:	5399283	NITRO SHOCKS	
Registration Number:	5389522	JKS MANUFACTURING	
Registration Number:	5383695	JKS	
Registration Number:	5383694	BDS SUSPENSION	
Registration Number:	5373020	BDS	
Registration Number:	5370779	DHX2	

OP \$2290.00 5605351

Property Type	Number	Word Mark
Registration Number:	5370778	DHX2
Registration Number:	5370777	PUPU
Registration Number:	5370776	PUPU DUAL PISTON SYSTEM
Registration Number:	5330591	LIVEVALVE
Registration Number:	5302497	LIVE VALVE
Registration Number:	5155265	TRANSFER
Registration Number:	5137983	OWN THE TRACK
Registration Number:	5091673	QUICK SWITCH
Registration Number:	5054082	FLOAT
Registration Number:	5050293	QS3
Registration Number:	5034615	OWN THE TRAIL
Registration Number:	4979377	OWN THE COURSE
Registration Number:	4979376	OWN THE MOUNTAIN
Registration Number:	4782481	FOX DEFENSE
Registration Number:	4779361	DUAL PISTON SYSTEM
Registration Number:	4777414	REDEFINING RIDE DYNAMICS
Registration Number:	4684931	RIDE ON FOX
Registration Number:	4614732	CTD
Registration Number:	4493895	
Registration Number:	4471649	FLOAT ICTD
Registration Number:	4448190	IRD
Registration Number:	4425976	IRD INTELLIGENT RIDE DYNAMICS
Registration Number:	4389218	FLOAT ICD
Registration Number:	4303887	FOX PERFORMANCE SERIES
Registration Number:	4219221	REDEFINE YOUR LIMITS
Registration Number:	4204552	FOX RACING SHOX
Registration Number:	4187285	RAD RACING APPLICATIONS DEVELOPMENT
Registration Number:	4161764	ADAPTIVE LOGIC
Registration Number:	4136434	34
Registration Number:	4126250	FACTORY SERIES
Registration Number:	4068113	DYAD RT2
Registration Number:	4068112	DYAD
Registration Number:	4025621	FOX
Registration Number:	3947907	VANILLA
Registration Number:	3940275	VAN
Registration Number:	3882587	FOX RACING SHOX
Registration Number:	3832817	831
Registration Number:	3794105	BOOSTVALVE

Property Type	Number	Word Mark
Registration Number:	3778989	FIT FOX ISOLATED TECHNOLOGY
Registration Number:	3770431	EVOL
Registration Number:	3706095	PROTUNE
Registration Number:	3669224	FOX
Registration Number:	3559324	FREE THE TRAIL
Registration Number:	3314552	WHEREVER YOU RIDE
Registration Number:	3249949	BOOST VALVE
Registration Number:	3215652	RP23
Registration Number:	3213279	PROTUNE
Registration Number:	3193046	PODIUM
Registration Number:	3093977	DHX
Registration Number:	3036707	36
Registration Number:	3036706	40
Registration Number:	2949629	PODIUM
Registration Number:	2929593	TERRALOGIC
Registration Number:	2851501	TALAS
Registration Number:	2464300	FLOAT
Registration Number:	2445526	ROACH
Registration Number:	2321107	FOX
Registration Number:	2321069	FOX
Registration Number:	2306184	TWIN-CLICKER
Registration Number:	2293843	BOMBER
Registration Number:	2071792	MARZOCCHI
Serial Number:	88375784	38
Serial Number:	88265976	BOMBER
Serial Number:	87933505	OVERSEA
Serial Number:	87778525	X2
Serial Number:	87774721	AX
Serial Number:	87756604	PERFORMANCE REDEFINED
Serial Number:	87630620	FOX FACTORY
Serial Number:	87410314	FOX
Serial Number:	87372071	LONG HAUL BY FOX
Serial Number:	87228363	LONG HAUL
Serial Number:	86809319	TERRAIN CONTROL TECHNOLOGY
Serial Number:	86611292	RHYTHM

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

Phone: 7043311000
Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	327000.028066
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	06/05/2019
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Total Attachments: 7

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2019 (this "Security Agreement"), is made by FOX FACTORY, INC., a California corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., 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 (the "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Credit Agreement, dated as of June 3, 2019 (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 Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of June 3, 2019 (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");

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

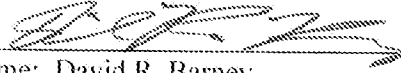
FOX FACTORY, INC.,
a California corporation

By: 
Name: Avi Glasman
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name: David R. Barney
Title: Senior Vice President

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Mark	Reg. No.	Reg. Date
RACE FACE	5605351	11/13/18
FOX and Design	5590471	10/23/18
FOX FACTORY	5584002	10/16/18
IQS	5566621	09/18/18
SPORT TRUCK USA INC. and Design	5538166	08/14/18
SPORT TRUCK USA	5538165	08/14/18
4X4POSI-LOK POSITIVE AXLE ENGAGEMENT and Design	5527396	07/31/18
4X4POSI-LOK	5527395	07/31/18
ZONE OFFROAD PRODUCTS (Stylized)	5467031	05/15/18
ZONE OFFROAD PRODUCTS	5467030	05/15/18
CINCH	5466409	05/08/18
C and Design	5466408	05/08/18
NITRO SHOCKS and Design	5399283	02/13/18
JKS MANUFACTURING (Stylized)	5389522	01/30/18
JKS	5383695	01/23/18
BDS SUSPENSION and Design	5383694	01/23/18
BDS	5373020	01/09/18
DHX2	5370779	01/02/18
DHX2 (Stylized)	5370778	01/02/18
PUPU and Design	5370777	01/02/18
PUPU DUAL PISTON SYSTEM (Stylized)	5370776	01/02/18
LIVEVALVE and Design	5330591	11/07/17
LIVE VALVE	5302497	10/03/17
TRANSFER	5155265	03/07/17
OWN THE TRACK	5137983	02/07/17
QUICK SWITCH	5091673	11/29/16
FLOAT	5054082	10/04/16
QS3	5050293	09/27/16
OWN THE TRAIL	5034615	09/06/16
OWN THE COURSE	4979377	06/14/16
OWN THE MOUNTAIN	4979376	06/14/16
FOX DEFENSE	4782481	07/28/15
DUAL PISTON SYSTEM	4779361	07/21/15
REDEFINING RIDE DYNAMICS	4777414	07/21/15
RIDE ON FOX	4684931	02/10/15
CTD	4614732	09/30/14
Design Only	4493895	03/11/14
FLOAT ICTD	4471649	01/21/14
IRD and Design	4448190	12/10/13
IRD INTELLIGENT RIDE DYNAMICS and Design	4425976	10/29/13
FLOAT ICD	4389218	08/20/13

FOX PERFORMANCE SERIES	4303887	03/19/13
REDEFINE YOUR LIMITS	4219221	10/02/12
FOX RACING SHOX and Design	4204552	09/11/12
RAD RACING APPLICATIONS DEVELOPMENT (Stylized)	4187285	08/07/12
ADAPTIVE LOGIC	4161764	06/19/12
34	4136434	05/01/12
FACTORY SERIES	4126250	04/10/12
DYAD RT2	4068113	12/06/11
DYAD	4068112	12/06/11
FOX and Design	4025621	09/13/11
VANILLA	3947907	04/19/11
VAN	3940275	04/05/11
FOX RACING SHOX	3882587	11/30/10
831	3832817	08/10/10
BOOSTVALVE (Stylized)	3794105	05/25/10
FIT FOX ISOLATED TECHNOLOGY (Stylized)	3778989	04/20/10
EVOL	3770431	04/06/10
PROTUNE	3706095	11/03/09
FOX and Design	3669224	08/18/09
FREE THE TRAIL	3559324	01/06/09
WHEREVER YOU RIDE	3314552	10/16/07
BOOST VALVE	3249949	06/05/07
RP23	3215652	03/06/07
PROTUNE	3213279	02/27/07
PODIUM	3193046	01/02/07
DHX	3093977	05/16/06
36	3036707	12/27/05
40	3036706	12/27/05
PODIUM (Stylized)	2949629	05/10/05
TERRALOGIC	2929593	03/01/05
TALAS	2851501	06/08/04
FLOAT	2464300	06/26/01
ROACH	2445526	04/24/01
FOX and Design	2321107	02/22/00
FOX	2321069	02/22/00
TWIN-CLICKER	2306184	01/04/00
BOMBER (Stylized)	2293843	11/23/99
MARZOCCHI	2071792	06/17/97

II. TRADEMARK APPLICATIONS

Mark	Appl. No.	Filing Date
38	88375784	04/08/19
BOMBER and Design	88265976	01/17/19
OVERSEA	87933505	05/23/18
X2	87778525	01/31/18
AX	87774721	01/29/18

PERFORMANCE REDEFINED	87756604	01/16/18
FOX FACTORY and Design	87630620	10/02/17
FOX and Design	87410314	04/13/17
LONG HAUL BY FOX	87372071	03/15/17
LONG HAUL	87228363	11/07/16
TERRAIN CONTROL TECHNOLOGY	86809319	11/04/15
RHYTHM	86611292	04/27/15