

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531173

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
White River Marine Group, LLC	FORMERLY Tracker Marine, L.L.C.	07/08/2019	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: 51

Property Type	Number	Word Mark
Registration Number:	2424581	TRITON BOATS BY EARL BENTZ
Registration Number:	2215034	TRITON BOATS BY EARL BENTZ
Registration Number:	2421854	TRITON BOATS BY EARL BENTZ
Registration Number:	4859951	TRITON BOATS
Registration Number:	3698693	ENFORCER
Registration Number:	3232902	FISHHUNTER
Registration Number:	2536467	
Registration Number:	3446627	WE TAKE AMERICA FISHING
Registration Number:	3301858	TRITON
Registration Number:	1393959	STRATOS
Registration Number:	4756184	VLO
Registration Number:	4756185	VLO
Registration Number:	4423197	VLO
Registration Number:	4441528	VLO
Registration Number:	1378030	CHAMPION
Registration Number:	1418663	TOURNAMENT OF CHAMPIONS
Registration Number:	2994370	STRATOS
Registration Number:	3285485	ELITE
Registration Number:	3130856	EXCURSION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3300015	V V-WING HULL
Registration Number:	3300016	V-WING HULL
Registration Number:	5025576	SIGNATURE QUALITY BY THE RANGER FAMILY
Registration Number:	5067237	BAHIA
Registration Number:	902091	RANGER
Registration Number:	4455528	RANGER BOATS
Registration Number:	4455553	RANGER BOATS
Registration Number:	4352449	RANGER BOATS BEST BUILT BEST BACKED WARR
Registration Number:	4538552	BUILT TO BE YOURS
Registration Number:	4399780	PRICED TO BE YOURS
Registration Number:	1128240	RANGER TRAIL
Registration Number:	1135100	RANGER
Registration Number:	1417385	
Registration Number:	2083193	COOL HUB
Registration Number:	2137276	CAYMAN
Registration Number:	2409429	BAY RANGER
Registration Number:	2321755	COMANCHE
Registration Number:	2698587	RITE-TRACK KEEL
Registration Number:	2588389	RITE TRACK KEEL
Registration Number:	2869244	RANGER FIVE STAR ADVANTAGE
Registration Number:	2964381	ROAD ARMOR EQUIPPED
Registration Number:	2964382	RANGER BOATS ROAD ARMOR EQUIPPED
Registration Number:	3086203	HIGHEST QUALITY STRONGEST PERFORMING
Registration Number:	3072120	REATA
Registration Number:	3229403	GHOST
Registration Number:	2968234	RANGER CUP
Registration Number:	2869242	ZONE TEMPERED FIBERGLASS LAYUP
Registration Number:	2866603	SRS SOFT RIDE SEATING
Registration Number:	2869243	ONE PIECE FEEL INTERLOC CONSTRUCTION
Registration Number:	2893150	RANGER CUP
Serial Number:	85926678	TRITON BASS CLASSIC LIMITED EDITION
Serial Number:	86414288	TAKE IT OUT ON THE WATER

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 037494-0067

NAME OF SUBMITTER: Gayle D Grocke

SIGNATURE: /gdg/

DATE SIGNED: 07/10/2019

Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT
(First Supplemental Filing)**

This TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING) is dated as of July 8, 2019, by White River Marine Group, LLC, formerly known as 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 (First Supplemental Filing).

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 (First Supplemental Filing) 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 (First Supplemental Filing) is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement (First Supplemental Filing) 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(First Supplemental Filing) .

SECTION 5. Counterparts. This Trademark Security Agreement (First Supplemental Filing) 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 (First Supplemental Filing) by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING) 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 (First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

WHITE RIVER MARINE GROUP, LLC,
as a Grantor

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Michael Stavrakos
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
(First Supplemental Filing)

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. TRADEMARKS			
SERIAL NO.	REG. NO.	MARK	OWNER
75698723	2424581	TRITON BOATS BY EARL BENTZ	WHITE RIVER MARINE GROUP, LLC
75148626	2215034	TRITON BOATS BY EARL BENTZ	WHITE RIVER MARINE GROUP, LLC
75528831	2421854	TRITON BOATS BY EARL BENTZ	WHITE RIVER MARINE GROUP, LLC
85460568	4859951	TRITON BOATS	WHITE RIVER MARINE GROUP, LLC
85926678		TRITON BASS CLASSIC LIMITED EDITION	WHITE RIVER MARINE GROUP, LLC
77707227	3698693	ENFORCER	WHITE RIVER MARINE GROUP, LLC
78847478	3232902	FISHHUNTER	WHITE RIVER MARINE GROUP, LLC
76273815	2536467	DESIGN ONLY	WHITE RIVER MARINE GROUP, LLC
78715941	3446627	WE TAKE AMERICA FISHING	WHITE RIVER MARINE GROUP, LLC
78747906	3301858	TRITON	WHITE RIVER MARINE GROUP, LLC
73535584	1393959	STRATOS	WHITE RIVER MARINE GROUP, LLC
85417526	4756184	VLO	WHITE RIVER MARINE GROUP, LLC
85417577	4756185	VLO	WHITE RIVER MARINE GROUP, LLC
85979961	4423197	VLO	WHITE RIVER MARINE GROUP, LLC
85980099	4441528	VLO	WHITE RIVER MARINE GROUP, LLC
73547185	1378030	CHAMPION	WHITE RIVER MARINE GROUP, LLC
73547244	1418663	TOURNAMENT OF CHAMPIONS	WHITE RIVER MARINE GROUP, LLC
78342221	2994370	STRATOS	WHITE RIVER MARINE GROUP, LLC
78470357	3285485	ELITE	WHITE RIVER MARINE GROUP, LLC
78473400	3130856	EXCURSION	WHITE RIVER MARINE GROUP, LLC
78896915	3300015	V V-WING HULL	WHITE RIVER MARINE GROUP, LLC
78896919	3300016	V-WING HULL	WHITE RIVER MARINE GROUP, LLC
86414288		TAKE IT OUT ON THE WATER	WHITE RIVER MARINE GROUP, LLC
86805106	5025576	SIGNATURE QUALITY BY THE RANGER FAMILY	WHITE RIVER MARINE GROUP, LLC
86816631	5067237	BAHIA	WHITE RIVER MARINE GROUP, LLC
72349000	902091	RANGER	WHITE RIVER MARINE GROUP, LLC
85440024	4455528	RANGER BOATS	WHITE RIVER MARINE GROUP, LLC
85460648	4455553	RANGER BOATS	WHITE RIVER MARINE GROUP, LLC
85517179	4352449	RANGER BOATS BEST BUILT BEST BACKED WARRANTY	WHITE RIVER MARINE GROUP, LLC
85691647	4538552	BUILT TO BE YOURS	WHITE RIVER MARINE GROUP, LLC
85839661	4399780	PRICED TO BE YOURS	WHITE RIVER MARINE GROUP, LLC
73188395	1128240	RANGER TRAIL	WHITE RIVER MARINE GROUP, LLC
73202865	1135100	RANGER	WHITE RIVER MARINE GROUP, LLC
73531027	1417385	DESIGN ONLY	WHITE RIVER MARINE GROUP, LLC
75045494	2083193	COOL HUB	WHITE RIVER MARINE GROUP, LLC
75248145	2137276	CAYMAN	WHITE RIVER MARINE GROUP, LLC
75659971	2409429	BAY RANGER	WHITE RIVER MARINE GROUP, LLC

U.S. TRADEMARKS			
SERIAL NO.	REG. NO.	MARK	OWNER
75666205	2321755	COMANCHE	WHITE RIVER MARINE GROUP, LLC
76301526	2698587	RITE-TRACK KEEL	WHITE RIVER MARINE GROUP, LLC
76318194	2588389	RITE TRACK KEEL	WHITE RIVER MARINE GROUP, LLC
78203354	2869244	RANGER FIVE STAR ADVANTAGE	WHITE RIVER MARINE GROUP, LLC
78271080	2964381	ROAD ARMOR EQUIPPED	WHITE RIVER MARINE GROUP, LLC
78271084	2964382	RANGER BOATS ROAD ARMOR EQUIPPED	WHITE RIVER MARINE GROUP, LLC
78339725	3086203	HIGHEST QUALITY STRONGEST PERFORMING	WHITE RIVER MARINE GROUP, LLC
78480269	3072120	REATA	WHITE RIVER MARINE GROUP, LLC
78853175	3229403	GHOST	WHITE RIVER MARINE GROUP, LLC
78203348	2968234	RANGER CUP	WHITE RIVER MARINE GROUP, LLC
78203349	2869242	ZONE TEMPERED FIBERGLASS LAYUP	WHITE RIVER MARINE GROUP, LLC
78203352	2866603	SRS SOFT RIDE SEATING	WHITE RIVER MARINE GROUP, LLC
78203353	2869243	ONE PIECE FEEL INTERLOC CONSTRUCTION	WHITE RIVER MARINE GROUP, LLC
78203531	2893150	RANGER CUP	WHITE RIVER MARINE GROUP, LLC