

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Troy Lee Designs, LLC		07/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
Internal Address:	MD 109047		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3065874	SPEED EQUIPMENT	
Registration Number:	3065875	TLD	
Registration Number:	1515186	TROY LEE DESIGNS	
Registration Number:	1866766	TROY LEE DESIGNS	
Registration Number:	5664811	TLD	
Registration Number:	5664813	TLD	
Registration Number:	5664810	TROY LEE DESIGNS	
Registration Number:	5664808	TROY LEE DESIGNS	
Registration Number:	5664809	FOR THE WORLD'S FASTEST RACERS	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 N. LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		

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ATTORNEY DOCKET NUMBER:	47824.00.0011-Revell-Shaw
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	08/15/2019
Total Attachments: 4 source=13. Trademark Security Agreement#page1.tif source=13. Trademark Security Agreement#page2.tif source=13. Trademark Security Agreement#page3.tif source=13. Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("**Trademark Security Agreement**"), dated as of July 30, 2019, is made by Troy Lee Designs, LLC, a Delaware limited liability company ("**Grantor**"), in favor of Fifth Third Bank, an Ohio Banking Corporation (the "**Secured Party**").

Grantor and Secured Party have entered into a Credit and Security Agreement dated as of July 30, 2019 (the "**Credit Agreement**").

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor has executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

TROY LEE DESIGNS, LLC

By: Shane Will
Shane Will, Chief Financial Officer

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Docket Number	Mark Name	Status	Country	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Remarks
TLDE-02000US0	SPEED EQUIPMENT	Registered	United States	78/587,993	3/15/2005	3,065,874	3/7/2006	3/7/26: Section 8 & 9 Affidavit/Renewal due
TLDE-02002US0	TLD (logo)	Registered	United States	78/587,995	3/15/2005	3,065,875	3/7/2006	3/7/26: Section 8 & 9 Affidavit/Renewal due
TLDE-02003US0	TROY LEE DESIGNS (stylized)	Registered	United States	73/667,759	6/22/1987	1,515,186	12/6/1988	12/6/27: Section 8 & 9 Affidavit/Renewal due
TLDE-02004US0	TROY LEE DESIGNS (block letters)	Registered	United States	74/220,933	11/7/1991	1,866,766	12/13/1994	12/13/2024: Section 8 & 9 Affidavit/Renewal due
TLDE-02006US0	TLD (logo)	Registered	United States	87/728,314	12/20/2017	5,664,811	1/29/2019	1/29/2025: Section 8 & 15 Affidavit/Renewal due
TLDE-02007US0	TLD (block letters, no design)	Registered	United States	87/728,324	12/20/2017	5,664,813	1/29/2019	1/29/2025: Section 8 & 15 Affidavit/Renewal due
TLDE-02008US0	TROY LEE DESIGNS (logo)	Registered	United States	87/728,307	12/20/2017	5,664,810	1/29/2019	1/29/2025: Section 8 & 15 Affidavit/Renewal due
TLDE-02009US0	TROY LEE DESIGNS (block letters)	Registered	United States	87/728,247	12/20/2017	5,664,808	1/29/2019	1/29/2025: Section 8 & 15 Affidavit/Renewal due
TLDE-02010US0	FOR THE WORLD'S FASTEST RACERS	Registered	United States	87/728,261	12/20/2017	5,664,809	1/29/2019	1/29/2025: Section 8 & 15 Affidavit/Renewal due

Schedule 1 to Trademark Security Agreement

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RECORDED: 08/15/2019

**TRADEMARK
REEL: 006720 FRAME: 0876**