

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auburn Gear, LLC		09/06/2019	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	First Financial Bank		
Street Address:	255 East Fifth Street		
Internal Address:	Suite 800		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	State Chartered Bank: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87958973	POWER WHEEL PLUS	
Registration Number:	5055991	4-EVER-LOC	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	behogue@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	59684-141		
NAME OF SUBMITTER:	Bernice Hogue		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	09/09/2019		
Total Attachments: 5			
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM)**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of September 6, 2019 (the "Effective Date"), by and between **AUBURN GEAR, LLC**, an Indiana limited liability company (successor by conversion to AUBURN GEAR, INC., an Indiana corporation) ("Debtor"), whose principal place of business and mailing address is 400 East Auburn Drive, Auburn, Indiana 46706, and **FIRST FINANCIAL BANK**, an Ohio state chartered bank formerly known as First Financial Bank, National Association, a national banking association ("Secured Party"), located at 255 East Fifth Street, Suite 800, Cincinnati, Ohio 45202, and is as follows:

Preliminary Statements

A. Debtor, AGI Holding Company, LLC, an Indiana limited liability company ("Parent"; and, together with Debtor, each a "Borrower" and, collectively, "Borrowers"), and Secured Party are parties to that certain Loan Agreement dated as of September 8, 2014, as amended (as amended, the "Existing Loan Agreement"). In connection with the Existing Loan Agreement, Debtor and Secured Party entered into a Trademark Security Agreement dated as of September 8, 2014 (the "Trademark Security Agreement").

B. Borrowers and Secured Party have agreed to amend and restate the Existing Loan Agreement pursuant to that certain Amended and Restated Loan Agreement dated as of even date herewith by and among Borrowers and Secured Party (as amended, restated, replaced or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Loan Agreement, as applicable.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Debtor amends the Trademark Security Agreement.

D. Now, in order to satisfy the condition precedent set forth in the Loan Agreement, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral (as defined in the Trademark Security Agreement) in all respects and for all purposes of the Trademark Security Agreement and the other Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Loan Agreement).

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interest in and other Liens on the Trademark Collateral granted pursuant to the Trademark Security Agreement or any other Security Documents to which Debtor is a party. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first

priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Loan Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

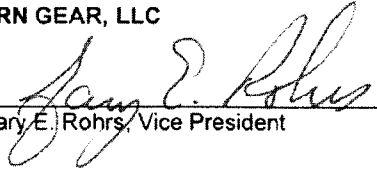
7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

AUBURN GEAR, LLC

By: _____


Gary E. Rohrs, Vice President

FIRST FINANCIAL BANK

By: _____

James Conklin, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

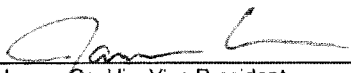
TRADEMARK
REEL: 006739 FRAME: 0652

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

AUBURN GEAR, LLC

By: _____
Name: _____
Title: _____

FIRST FINANCIAL BANK

By:  _____
James Conklin, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

TRADEMARK
REEL: 006739 FRAME: 0653

SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

Registered/Pending Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date
POWER WHEEL PLUS	87958973	06/12/2018	n/a	n/a
4-EVER-LOC	86754402	09/11/2015	5055991	10/04/2016