

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542898

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BILLY GOAT INDUSTRIES, INC.		09/27/2019	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn, Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1736205	QUIET VAC	
<b>Registration Number:</b>	1833659	GRAZOR	
<b>Registration Number:</b>	2332293		
<b>Registration Number:</b>	2419984	OUTBACK	
<b>Registration Number:</b>	2423201	BILLY GOAT	
<b>Registration Number:</b>	2866695	PLUGR	
<b>Registration Number:</b>	2998211	PLUGR	
<b>Registration Number:</b>	3668991	BILLY GOAT	
<b>Registration Number:</b>	3668990		
<b>Registration Number:</b>	5378579	BILLY GOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3129932652		
<b>Email:</b>	heather.poitras@lw.com		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	330 North Wabash		
<b>Address Line 2:</b>	Suite 2800		

CH \$265.00 1736205

<b>Address Line 4:</b>	Chicago, ILLINOIS 60611
<b>ATTORNEY DOCKET NUMBER:</b>	049067.0136 hp
<b>NAME OF SUBMITTER:</b>	Heather Poitras
<b>SIGNATURE:</b>	/hp/
<b>DATE SIGNED:</b>	09/27/2019
<b>Total Attachments: 6</b> source=Briggs - Trademark Security Agreement (BGI)_111022072_1_0#page1.tif source=Briggs - Trademark Security Agreement (BGI)_111022072_1_0#page2.tif source=Briggs - Trademark Security Agreement (BGI)_111022072_1_0#page3.tif source=Briggs - Trademark Security Agreement (BGI)_111022072_1_0#page4.tif source=Briggs - Trademark Security Agreement (BGI)_111022072_1_0#page5.tif source=Briggs - Trademark Security Agreement (BGI)_111022072_1_0#page6.tif	

## Grant of Security Interest in Trademarks

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 27, 2019 (this "**Agreement**"), is made by BILLY GOAT INDUSTRIES, INC., a Missouri corporation (the "**Granting Pledgor**"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

WHEREAS, pursuant to that certain Revolving Credit Agreement dated as of the date hereof by and among BRIGGS & STRATTON CORPORATION, a Wisconsin corporation (the "**Lead Borrower**"), each of the other Borrowers, the Lenders, the Issuing Banks, and JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent, and the other parties from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Pledgors entered into that certain U.S. Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), by and among the Lead Borrower, each of the Pledgors from time to time party thereto, and JPMORGAN CHASE BANK, N.A., as collateral agent (together with its successors and assigns in such capacity, the "**Collateral Agent**"), pursuant to which the Granting Pledgor assigned, and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below) of the Granting Pledgor;

WHEREAS, pursuant to the Collateral Agreement, the Granting Pledgor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office and CIPO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Granting Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Granting Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, for the benefit of the Secured Parties, and grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Granting Pledgor's right, title and interest in, to and under any and all of the following assets and properties (collectively, but excluding any Excluded Property, the "**Trademark Collateral**");

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos and other source or business identifiers, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, CIPO or any similar offices in any State of the United States, any Province of Canada or any other country or any political subdivision thereof, and all renewals thereof, including those United States and Canadian registrations and applications listed on Schedule I; (b) all goodwill associated with or symbolized by the foregoing; (c) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing; (d) 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, dilutions or other violations thereof; and (e) all other rights accruing thereunder or pertaining thereto throughout the world (“*Trademarks*”);

provided, however, that the foregoing assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” Trademark application, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any Trademark registration issued as a result of such application under applicable federal law.

**SECTION 3. *Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Granting Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

**SECTION 4. *Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 5. *Governing Law.*** **THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

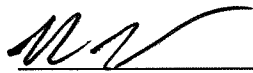
BILLY GOAT INDUSTRIES, INC.

By:   
Name: Andrea E. Golvach  
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006757 FRAME: 0169**

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Richard D. Barritt  
Title: Executive Director

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006757 FRAME: 0170**

Schedule I  
to Grant of Security Interest in Trademarks

U.S. and Canadian Trademark Registrations and Applications Owned by Billy Goat Industries,  
Inc.

[See attached.]

Internal Title	Country	Application Number	Filing Date	Issue/Registration Number	Issue/Registration Date
BILLY GOAT	Canada	0615635	9/22/1988	TMA365261	2/9/1990
QUIET VAC	United States	74/189,792	7/29/1991	1736205	12/1/1992
GRAZOR	United States	74/337,230	12/7/1992	1833659	5/3/1994
Billy Goat Head Design	United States	75/669,864	3/29/1999	2332293	3/21/2000
OUTBACK	United States	75/669,863	3/29/1999	2419984	1/9/2001
BILLY GOAT	United States	75/864,652	12/6/1999	2423201	1/23/2001
PLUGR and Design	United States	78/234,018	4/4/2003	2866695	7/27/2004
PLUGR	United States	78/464,293	8/9/2004	2998211	9/20/2005
BILLY GOAT	United States	77/657,411	1/27/2009	3668991	8/18/2009
Billy Goat Head Design	United States	77/657,410	1/27/2009	3668990	8/18/2009
BILLY GOAT	United States	87/477,411	6/6/2017	5378579	1/16/2018