

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MECHANIX WEAR, INC.		10/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., AS AGENT		
Street Address:	111 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	88229993	THE GLOVE THAT STARTED IT ALL	
Serial Number:	88013820	ETHEL	
Serial Number:	87954456	FASTFIT	
Serial Number:	87508028	SPEEDKNIT	
Serial Number:	87508022	SPEEDKNIT	
Serial Number:	87492831	MECHANIX GLOVES MECHANIX GLOVES MECHANIX	
Serial Number:	87315916	MECHANIX WEAR	
Serial Number:	87027876	DURAHIDE	
Serial Number:	86844389	MOST VALUABLE PIT CREW	
Serial Number:	86683984	WINTER IMPACT	
Serial Number:	86612365	M MECHANIX WEAR UTILITY	
Serial Number:	86427236	MECHANIX WEAR	
Serial Number:	86071841	MECHANIX	
Serial Number:	85885317	THE ORIGINAL TOUCH	
Serial Number:	85826690	MULTI-PROJECT UTILITY	
Serial Number:	85615867	MECHANIX WEAR M OR HD	
Serial Number:	85103392	MOST VALUABLE PIT CREW	
Serial Number:	85103412	M MECHANIX WEAR MVPC MECHANIX GLOVES MOS	
Serial Number:	77969160	ORHD	

CH \$990.00 88229993

Property Type	Number	Word Mark
Serial Number:	77849266	WORK FASTER WORK SAFER WORK CLEANER
Serial Number:	77761122	MATERIAL 4X
Serial Number:	77375644	ORIGINAL
Serial Number:	77336975	MRT
Serial Number:	77336981	MRT
Serial Number:	77296328	ETHEL
Serial Number:	77296331	
Serial Number:	77065472	ETHEL
Serial Number:	78570063	M-PACT
Serial Number:	78389444	M-PACT
Serial Number:	78389474	MECHANIX
Serial Number:	76354689	THE TOOL THAT FITS LIKE A GLOVE
Serial Number:	76167191	MECHANIX GLOVES
Serial Number:	75712619	SPEEDFIT
Serial Number:	75712620	FASTFIT
Serial Number:	75538952	MECHANIX
Serial Number:	75525044	M MECHANIX WEAR
Serial Number:	75235947	MECHANIX
Serial Number:	74584718	MECHANIX
Serial Number:	74282195	INSIDE MOTOCROSS

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8208

Email: alana.hernandez@katten.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN

Address Line 1: 525 W. MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	10/01/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of October 1, 2019, is made by Mechanix Wear, Inc. (“**Grantor**”) in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of October 1, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Daytona Intermediate LLC, a Delaware limited liability company (“**Holdings**”), Daytona Holding Company LLC, a Delaware limited liability company (“**Borrower**”), and the other Credit Parties party thereto from time to time, Agent and the Lenders party thereto from time to time, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) each Trademark registration or application set forth on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

5. Counterparts. This Trademark 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.

6. Governing Law. This Trademark 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,


MECHANIX WEAR, INC.,
a California corporation,
as Grantor

By: 
Name: Michael Hale
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:


BMO HARRIS BANK N.A.,
as Agent


By: 
Name: Zachary Duloc
Title: Director




[Signature Page to First Lien Trademark Security Agreement]



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
THE GLOVE THAT STARTED IT ALL	U.S. Federal	88229993 12/14/2018	--	Pending	Mechanix Wear, Inc.
ETHEL	U.S. Federal	88013820 6/25/2018	5666742 1/29/2019	Registered	Mechanix Wear, Inc.
FASTFIT	U.S. Federal	87954456 6/8/2018	5810500 7/23/2019	Registered	Mechanix Wear, Inc.
SPEEDKNIT (Stylized)	U.S. Federal	87508028 6/27/2017	5662334 1/22/2019	Registered	Mechanix Wear, Inc.
SPEEDKNIT	U.S. Federal	87508022 6/27/2017	5662333 1/22/2019	Registered	Mechanix Wear, Inc.
MECHANIX GLOVES MECHANIX GLOVES MECHANIX GLOVES (Stylized) 	U.S. Federal	87492831 6/16/2017	5558560 9/11/2018	Registered	Mechanix Wear, Inc.
MECHANIX WEAR	U.S. Federal	87315916 1/27/2017	5421333 3/13/2018	Registered	Mechanix Wear, Inc.
DURAHIDE	U.S. Federal	87027876 5/6/2016	5675659 2/12/2019	Registered	Mechanix Wear, Inc.
MOST VALUABLE PIT CREW	U.S. Federal	86844389 12/9/2015	5016863 8/9/2016	Registered	Mechanix Wear, Inc.
WINTER IMPACT	U.S. Federal	86683984 7/6/2015	4947999 4/26/2016	Registered	Mechanix Wear, Inc.
M MECHANIX WEAR	U.S. Federal	86612365 4/28/2015	5050685 9/27/2016	Registered	Mechanix Wear, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
UTILITY and Design 					
MECHANIX WEAR	U.S. Federal	86427236 10/17/2014	4980685 6/21/2016	Registered	Mechanix Wear, Inc.
MECHANIX	U.S. Federal	86071841 9/23/2013	4627377 10/28/2014	Registered	Mechanix Wear, Inc.
THE ORIGINAL TOUCH	U.S. Federal	85885317 3/25/2013	4482592 2/11/2014	Registered	Mechanix Wear, Inc.
MULTI- PROJECT UTILITY	U.S. Federal	85826690 1/18/2013	4614459 9/30/2014	Registered	Mechanix Wear, Inc.
MECHANIX WEAR M OR HD and Design 	U.S. Federal	85615867 5/3/2012	4337456 5/21/2013	Registered	Mechanix Wear, Inc.
MOST VALUABLE PIT CREW	U.S. Federal	85103392 8/9/2010	3952874 4/26/2011	Registered Supplemental Register	Mechanix Wear. Inc.
M MECHANIX WEAR MVPC MECHANIX GLOVES MOST VALUABLE PIT CREW and Design 	U.S. Federal	85103412 8/9/2010	3954034 5/3/2011	Registered	Mechanix Wear. Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
ORHD	U.S. Federal	77969160 3/26/2010	3870089 11/2/2010	Registered	Mechanix Wear, Inc.
WORK FASTER WORK SAFER WORK CLEANER	U.S. Federal	77849266 10/15/2009	3882271 11/30/2010	Registered	Mechanix Wear, Inc.
MATERIAL 4X (Sylized) 	U.S. Federal	77761122 6/16/2009	3966862 5/24/2011	Registered	Mechanix Wear, Inc.
ORIGINAL	U.S. Federal	77375644 1/18/2008	3675066 9/1/2009	Registered (Renewed)	Mechanix Wear, Inc.
MRT and Design 	U.S. Federal	77336975 11/26/2007	3680575 9/8/2009	Registered	Mechanix Wear, Inc.
MRT	U.S. Federal	77336981 11/26/2007	3680576 9/8/2009	Registered	Mechanix Wear, Inc.
ETHEL (Stylized) 	U.S. Federal	77296328 10/4/2007	3627857 5/26/2009	Registered (Renewed)	Mechanix Wear, Inc.
Design Only 	U.S. Federal	77296331 10/4/2007	3627858 5/26/2009	Registered (Renewed)	Mechanix Wear, Inc.
ETHEL	U.S. Federal	77065472 12/15/2006	3458738 7/1/2008	Registered (Renewed)	Mechanix Wear, Inc.
M-PACT	U.S. Federal	78570063 2/17/2005	3113963 7/11/2006	Registered (Renewed)	Mechanix Wear, Inc.
M-PACT	U.S. Federal	78389444 3/23/2004	2965139 7/5/2005	Registered (Renewed)	Mechanix Wear, Inc.
MECHANIX	U.S. Federal	78389474 3/23/2004	3190906 1/2/2007	Registered (Renewed)	Mechanix Wear, Inc.
THE TOOL THAT FITS LIKE A GLOVE	U.S. Federal	76354689 1/3/2002	2649235 11/12/2002	Registered (Renewed)	Mechanix Wear, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
MECHANIX GLOVES and Design 	U.S. Federal	76167191 11/17/2000	2787899 12/2/2003	Registered (Renewed)	Mechanix Wear, Inc.
SPEEDFIT	U.S. Federal	75712619 5/24/1999	2434186 3/6/2001	Registered (Renewed)	Mechanix Wear, Inc.
FASTFIT	U.S. Federal	75712620 5/24/1999	2434187 3/6/2001	Registered (Renewed)	Mechanix Wear, Inc.
MECHANIX	U.S. Federal	75538952 8/19/1998	2325571 3/7/2000	Registered (Renewed)	Mechanix Wear, Inc.
M MECHANIX WEAR and Design 	U.S. Federal	75525044 7/24/1998	2325511 3/7/2000	Registered (Renewed)	Mechanix Wear, Inc.
MECHANIX	U.S. Federal	75235947 2/4/1997	2137140 2/17/1998	Registered (Renewed)	Mechanix Wear, Inc.
MECHANIX	U.S. Federal	74584718 10/12/1994	1919906 9/19/1995	Registered (Renewed)	Mechanix Wear, Inc.
INSIDE MOTOCROSS	U.S. Federal	74282195 6/8/1992	1782112 7/13/1993	Registered (Renewed)	Mechanix Wear, Inc.