

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bad Boy Mowers, LLC		12/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5783821	CULVERT CLEANER	
Registration Number:	5652832	BAD GIRL	
Registration Number:	5195961	BAD BOY CUTTERS	
Registration Number:	4105985	OUTLAW	
Registration Number:	3968373		
Registration Number:	3433747	MOW WITH AN ATTITUDE	
Registration Number:	3247862	BAD BOY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049018-0131		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$190.00 5783821

DATE SIGNED:	01/02/2020
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Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, BAD BOY MOWERS, LLC, a Delaware limited liability company (“**Grantor**”), owns and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Bad Boy Mowers Acquisition, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of December [6], 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”);

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of December [6], 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof;

WHEREAS, pursuant to the terms of a Security Agreement dated as of December [6], 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

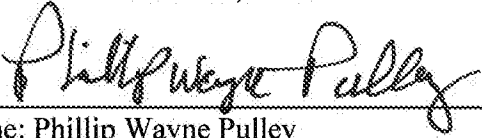
Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

BAD BOY MOWERS, LLC

By: 

Name: Phillip Wayne Pulley

Title: President

Grant of Trademark Security Interest
to Security Agreement

TRADEMARK
REEL: 006829 FRAME: 0451

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademark Title / Description	Application Number	Filing Date	Registration Number	Issue Date	Current Owner/ Applicant
ZT AVENGER	88682160	Nov. 6, 2019	N/A	N/A	Bad Boy, Inc.
ZT AVENGER	88682162	Nov. 6, 2019	N/A	N/A	Bad Boy, Inc.
OUTLAW REBEL	88078085	Aug. 14, 2018	N/A	N/A	Bad Boy, Inc.
OUTLAW ROGUE	88078064	Aug. 14, 2018	N/A	N/A	Bad Boy, Inc.
OUTLAW RENEGADE	88078031	Aug. 14, 2018	N/A	N/A	Bad Boy, Inc.
OUTLAW REVOLT	88078016	Aug. 14, 2018	N/A	N/A	Bad Boy, Inc.
BAD BOY MOWERS plus FLYING BULLDOG DESIGN	88011155	June 22, 2018	N/A	N/A	Bad Boy, Inc.
CULVERT CLEANER	87753171	Jan. 12, 2018	5783821	June 18, 2019	Bad Boy, Inc.
BATTLE ARMOR plus DESIGN	87800816	Feb. 16, 2018	N/A	N/A	Bad Boy, Inc.
BATTLE ARMOR	87797859	Feb. 14, 2018	N/A	N/A	Bad Boy, Inc.
BAD GIRL	87703523	Nov. 30, 2017	5652832	Jan. 15, 2019	Bad Boy, Inc.
BIG BUCK PLOW	87268411	Dec. 14, 2016	N/A	N/A	Bad Boy, Inc.
BAD BOY CUTTERS	86335140	July 11, 2014	5195961	May 2, 2017	Bad Boy, Inc.

U.S. Trademark Title / Description	Application Number	Filing Date	Registration Number	Issue Date	Current Owner/ Applicant
OUTLAW	77829246	Sept. 17, 2009	4105985	Feb. 28, 2012	Bad Boy, Inc.
Bull Dog design	77829278	Sept. 17, 2009	3968373	May 31, 2011	Bad Boy, Inc.
MOW WITH AN ATTITUDE	76678681	June 25, 2007	3433747	May 27, 2008	Bad Boy, Inc.
BAD BOY & Design	75777175	Aug. 16, 1999	3247862	May 29, 2007	Bad Boy, Inc.