

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TREK BICYCLE CORPORATION		11/01/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	5252990	RIDE CAMP	
Registration Number:	5099157	B	
Registration Number:	5099158	BLENDR	
Registration Number:	5067785	RACE SHOP LIMITED	
Registration Number:	4960377	ELECTRA	
Registration Number:	5005073	DROP LINE	
Registration Number:	4936375	TREK	
Registration Number:	4948238		
Registration Number:	5004800	TREK	
Registration Number:	4874469	ASCEND UNIVERSITY	
Registration Number:	4910115	ALR	
Registration Number:	4870256	ELECTRA	
Registration Number:	5078594	BE LOUDER	
Registration Number:	4803510	BE LOUD	
Registration Number:	4799159	JACKALOPE	
Registration Number:	4839616	CALI	
Registration Number:	5080221	FX	
Registration Number:	4847020	TREKKER	
Registration Number:	4608677	TREK CARE	
TRADEMARK			

CH \$840.00 5252990

Property Type	Number	Word Mark
Serial Number:	87565645	TREK
Serial Number:	87501534	
Serial Number:	87357380	SUPER COMMUTER
Serial Number:	87338197	SLC BICYCLE CO.
Serial Number:	87338356	SLC BICYCLE CO.
Serial Number:	87310404	GO!
Serial Number:	87177461	RIDE CAMP
Serial Number:	87111483	LIFT
Serial Number:	87048301	PRO TREK SMART
Serial Number:	87048310	PRO TREK
Serial Number:	86935843	FETCH
Serial Number:	86563379	LINE
Serial Number:	86505811	STRONG. LIGHT. CHEAP. PICK TWO.
Serial Number:	87523147	X

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-36770

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 01/09/2020

Total Attachments: 7

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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of November 1, 2017 by and from TREK BICYCLE CORPORATION, a Wisconsin corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as collateral agent for the Lenders (as defined below) and for the holders of the Notes (as defined in the Note Purchase Agreement referred to below) (in such capacity, the “Grantee”).

WHEREAS, the Grantor, as US Borrower, Trek Bicycle Corporation Limited, as UK Borrower, Bikeurope B.V., as Dutch Borrower, the institutions from time to time party thereto as lenders (the “Lenders”) and JPMorgan, as administrative agent (in such capacity, the “Administrative Agent”) have entered into an Amended and Restated Credit Agreement dated as of September 28, 2010 (as the same has been amended by Amendment No. 1 to Amended and Restated Credit Agreement, dated as of February 15, 2011, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, by Amendment No. 2 to Amended and Restated Credit Agreement, dated as of September 29, 2011, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, by Amendment No. 3 to Amended and Restated Credit Agreement, dated as of July 30, 2012, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, by Amendment No. 4 to Amended and Restated Credit Agreement and Amendment No. 1 to Amended and Restated Guaranty, dated as of April 1, 2013, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., certain Subsidiaries of the Grantor, the Lenders and the Administrative Agent, by Amendment No. 5 to Amended and Restated Credit Agreement and Amendment No. 2 to Amended and Restated Pledge and Security Agreement, dated as of September 27, 2013, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., certain Subsidiaries of the Grantor, the Lenders and the Administrative Agent, by Amendment No. 6 to Amended and Restated Credit Agreement, dated as of December 31, 2013, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, by Amendment No. 7 to Amended and Restated Credit Agreement, dated as of January 31, 2014, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, by Amendment No. 8 to Amended and Restated Credit Agreement, dated as of September 18, 2014, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, by Amendment No. 9 to Amended and Restated Credit Agreement, dated as of September 16, 2016, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, and by Amendment No. 10 to Amended and Restated Credit Agreement, dated as of the date hereof, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS the Grantor, pursuant to the Sixth Amended and Restated Note Purchase Agreement, dated as of December 31, 2013, to which the Grantor and the holders of the Notes (the “Noteholders”) and together with the Administrative Agent and the Lenders, the “Creditors”) are subject (as the same has been amended by Amendment No. 1 to Sixth Amended and Restated Note Purchase Agreement, dated as of January 31, 2014, among the Grantor, certain Subsidiaries of the Grantor, and the Noteholders, by Amendment No. 2 to Sixth Amended and Restated Note Purchase Agreement, dated as of September 18, 2014, among the Grantor, certain Subsidiaries of the Grantor, and the Noteholders, by Amendment No. 3 to Sixth Amended and Restated Note Purchase Agreement, dated as of September 16, 2016, among the Grantor, certain Subsidiaries of the Grantor, and the Noteholders], and by Amendment No. 4 to Sixth Amended and Restated Note Purchase Agreement, dated as of the date hereof, among the Grantor, certain Subsidiaries of the Grantor, and the Noteholders] and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase

Agreement”), has issued certain Notes to the Noteholders (as the same may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, certain Subsidiaries of the Grantor (the “Subsidiary Guarantors”) may from time to time guarantee the repayment of the Obligations pursuant to one or more guaranties (as may be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Guaranty”).

WHEREAS, the Grantor, certain Subsidiaries of the Grantor and the Grantee have entered into the Amended and Restated Pledge and Security Agreement dated as of September 28, 2010 (as the same has been amended by Amendment No. 1 to Amended and Restated Pledge and Security Agreement dated as of September 29, 2011, among the Grantor, certain Subsidiaries of the Grantor and the Grantee, by Amendment No. 5 to Amended and Restated Credit Agreement and Amendment No. 2 to Amended and Restated Pledge and Security Agreement, dated as of September 27, 2013, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., certain Subsidiaries of the Grantor, the Lenders and the Grantee, by Omnibus Reaffirmation, Joinder and Amendment of Loan Documents dated as of December 31, 2013 among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders, the Administrative Agent and the Grantee, and by Omnibus Reaffirmation and Amendment of Loan Documents dated as of the date hereof, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders, the Administrative Agent and the Grantee and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Creditors. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Senior Indebtedness Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty, if any. Upon the payment in full of all Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks whether now owned or hereafter acquired by the Grantor (including, without limitation, all common law rights with respect to such Trademarks, all applications for registration filed with respect to such Trademarks and all registrations issued with respect to such Trademarks), together with (2) all proceeds of the Trademarks, (3) the goodwill associated with

such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

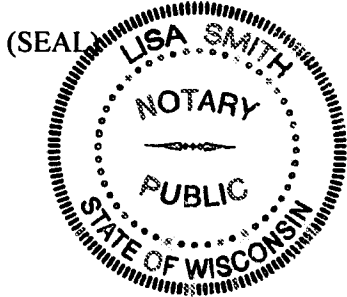
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

TREK BICYCLE CORPORATION

By: [Signature]
Name: Chad Brown
Title: CFO

STATE OF Wisconsin)
Jefferson COUNTY)



On Oct 13, 2017, before me, Lisa Smith, Notary Public, personally appeared Chad Brown, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



[Signature]
Notary Public, State of WI
My Commission Expires: 7-6-18

Exhibit A

Trademarks

Mark	Country	Class	App. No. / App. Date	Reg. No. Reg. Date
TREK	USPTO	25	87565645 11-AUG-2017	
Design Only 	USPTO	35 39	87501534 22-JUN-2017	
SUPER COMMUTER	USPTO	12	87357380 03-MAR-2017	
SLC BICYCLE CO. 	USPTO	35	87338197 16-FEB-2017	
SLC BICYCLE CO. 	USPTO	35	87338356 16-FEB-2017	
GO!	USPTO	12	87310404 23-JAN-2017	
RIDE CAMP	USPTO	35	87177461 20-SEP-2016	
RIDE CAMP	USPTO	39 41	87975350 20-SEP-2016	5252990 25-JUL-2017
LIFT	USPTO	12	87111483 21-JUL-2016	
PRO TREK SMART	USPTO	9 14	87048301	

			24-MAY-2016	
PRO TREK	USPTO	9	87048310 24-MAY-2016	
B 	USPTO	12	86943879 17-MAR-2016	5099157 13-DEC-2016
BLENDR	USPTO	12	86943952 17-MAR-2016	5099158 13-DEC-2016
RACE SHOP LIMITED	USPTO	12	86942378 16-MAR-2016	5067785 25-OCT-2016
FETCH	USPTO	12	86935843 10-MAR-2016	
ELECTRA	USPTO	35	86798489 24-OCT-2015	4960377 17-MAY-2016
DROP LINE	USPTO	12	86767539 24-SEP-2015	5005073 19-JUL-2016
TREK 	USPTO	12	86743992 01-SEP-2015	4936375 12-APR-2016
Design Only 	USPTO	25	86685196 07-JUL-2015	4948238 26-APR-2016
TREK	USPTO	38 41	86674667 25-JUN-2015	5004800 19-JUL-2016
ASCEND UNIVERSITY	USPTO	41	86660542 12-JUN-2015	4874469 22-DEC-2015
ALR	USPTO	12	86619024 04-MAY-2015	4910115 01-MAR-2016
ELECTRA	USPTO	35	86609824 25-APR-2015	4870256 15-DEC-2015
LINE	USPTO	12	86563379 13-MAR-2015	
BE LOUDER	USPTO	12 25	86509494 21-JAN-2015	5078594 08-NOV-2016

BE LOUD	USPTO	12 25	86509532 21-JAN-2015	4803510 01-SEP-2015
STRONG. LIGHT. CHEAP. PICK TWO.	USPTO	12	86505811 16-JAN-2015	
JACKALOPE	USPTO	12	86499860 09-JAN-2015	4799159 25-AUG-2015
CALI	USPTO	12	86388255 08-SEP-2014	4839616 27-OCT-2015
FX	USPTO	12	86365875 13-AUG-2014	5080221 15-NOV-2016
TREKKER	USPTO	12	86288639 22-MAY-2014	4847020 03-NOV-2015
TREK CARE	USPTO	35 26	86139775 10-DEC-2013	4608677 23-SEP-2014
TREKMATES	USPTO	18 24 25	79088328 12-MAY-2010	4690248 24-FEB-2015
TREKMATES ¹	International Register	18 24 25		1053837 A 12-MAY-2010
CXC Logo	USPTO		87523147 07-11-2017	

¹ NOTE: Designated through International Registration