

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TREK BICYCLE CORPORATION		01/24/2020	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: 11			
Property Type	Number	Word Mark	
Registration Number:	5372469	TREK WINERY	
Registration Number:	5891210	TACO TREK	
Registration Number:	5895007	RIDE BIKES HAVE FUN FEEL GOOD	
Registration Number:	5804557	SUPER COMMUTER+	
Registration Number:	5909233	YOU ONLY GET ONE BRAIN	
Registration Number:	5731440	TREK	
Registration Number:	5517819		
Serial Number:	88724376		
Serial Number:	88362759	FARLEY	
Serial Number:	88343024	TREK	
Serial Number:	88319911	RAIL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		

CH \$290.00 5372469

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: 01/31/2020

Total Attachments: 5

source=Trek Executed 2020 Confirmatory Grant re US Trademarks#page1.tif
source=Trek Executed 2020 Confirmatory Grant re US Trademarks#page2.tif
source=Trek Executed 2020 Confirmatory Grant re US Trademarks#page3.tif
source=Trek Executed 2020 Confirmatory Grant re US Trademarks#page4.tif
source=Trek Executed 2020 Confirmatory Grant re US Trademarks#page5.tif

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 January 24, 2020 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 a Second Amended and Restated Credit Agreement dated as of January 24, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS the Grantor, pursuant to the Seventh Amended and Restated Note Purchase and Private Shelf Agreement, dated as of January 24, 2020, to which the Grantor, certain Subsidiaries of the Grantor (the "Subsidiary Guarantors"), PGIM, Inc., and the holders of the Notes (the "Noteholders") and together with the Administrative Agent and the Lenders, the "Creditors") are subject (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), has issued certain Notes (as defined in the Note Purchase Agreement) to the Noteholders and may from time to time issue Shelf Notes (as defined in the Note Purchase Agreement) (as the same may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, 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, by Omnibus Reaffirmation, Joinder and Amendment of Loan Documents dated as of November 1, 2017, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders, the Administrative Agent and the Grantee, and by Omnibus Reaffirmation, Joinder 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: 
Name: Chad Brown
Title: CFO, Vice President - Finance

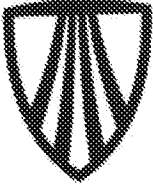
*Signature Page for
Confirmatory Grant of Security Interest in United States Trademarks (Trek)*

**TRADEMARK
REEL: 006853 FRAME: 0249**

Exhibit A

Trademarks

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
1.	TREK WINERY Trek Winery	86845802 10-DEC-2015	5372469 09-JAN-2018	TREK BICYCLE CORPORATION	Registered
2.	<i>Design Only</i> 	88724376 12-DEC-2019		TREK BICYCLE CORPORATION	Pending
3.	TACO TREK Taco Trek	88396685 22-APR-2019	5891210 22-OCT-2019	TREK BICYCLE CORPORATION	Registered
4.	FARLEY FARLEY	88362759 29-MAR- 2019		TREK BICYCLE CORPORATION	Pending
5.	TREK TREK	88343024 17-MAR- 2019		TREK BICYCLE CORPORATION	Pending
6.	RIDE BIKES HAVE FUN FEEL GOOD <small>Ride Bikes Have Fun Feel Good</small>	88338625 13-MAR- 2019	5895007 29-OCT-2019	TREK BICYCLE CORPORATION	Registered
7.	RAIL Rail	88319911 28-FEB-2019		TREK BICYCLE CORPORATION	Pending
8.	SUPER COMMUTER+ Cross References: SUPER COMMUTER PLUS Super Commuter+	88205027 26-NOV- 2018	5804557 16-JUL-2019	TREK BICYCLE CORPORATION	Registered

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
9.	YOU ONLY GET ONE BRAIN You only get one brain	87931053 22-MAY- 2018	5909233 12-NOV-2019	TREK BICYCLE CORPORATION	Registered
10.	TREK TREK	87888482 23-APR-2018	5731440 23-APR-2019	TREK BICYCLE CORPORATION	Registered
11.	<i>Design Only</i> 	87680322 10-NOV- 2017	5517819 17-JUL-2018	TREK BICYCLE CORPORATION	Registered