

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM562926

<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>
J&P Cycles, LLC		01/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2028995	J & P CYCLES	
<b>Registration Number:</b>	3989451	J&P CYCLES	
<b>Registration Number:</b>	2027275	J&P CYCLES	
<b>Registration Number:</b>	2024131	KEEPING THE WORLD ON 2 WHEELS	
<b>Registration Number:</b>	4702100	MILWAUKEE TWINS	
<b>Registration Number:</b>	4440144	MOTORCYCLE SUPERSTORE	
<b>Registration Number:</b>	4447317	MOTORCYCLE USA	
<b>Registration Number:</b>	2794846	MOTORCYCLEUSA.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312.577.8034		
<b>Email:</b>	oscar.ruiz@katten.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	337968-144		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		

CH \$215.00 2028995

<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	02/20/2020
<b>Total Attachments: 6</b> source=Trademark Security Agreement - Comot#page1.tif source=Trademark Security Agreement - Comot#page2.tif source=Trademark Security Agreement - Comot#page3.tif source=Trademark Security Agreement - Comot#page4.tif source=Trademark Security Agreement - Comot#page5.tif source=Trademark Security Agreement - Comot#page6.tif	

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2020, is made by **J&P CYCLES, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

### **RECITALS**

**WHEREAS**, the Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, the Grantor has joined, as a borrower, that certain Amended and Restated Credit Agreement dated as of February 23, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, inter alia, such the Borrowers, the other Loan Parties party thereto, the Lenders party thereto from time to time, and Grantee, as Administrative Agent, which provides for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

**WHEREAS**, pursuant to the terms of an Amended and Restated Security Agreement dated as of February 23, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors party thereto from time to time and Agent, Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby collaterally assign, pledge and grant to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement,

misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank; signature pages follow.]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**J&P CYCLES, LLC**

By: 

Name: Greg Teed

Title: Chief Financial Officer

Acknowledged:

**GOLUB CAPITAL LLC,**  
a Delaware limited liability company,  
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

**Schedule 1**  
**to**  
**Trademark Security Agreement**

U.S. Federal Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner
J & P CYCLES	75/067115	03/04/1996	2028995	01/07/1997	Registered	J&P Cycles, LLC
J&P CYCLES	85/174317	11/11/2010	3989451	07/05/2011	Registered	J&P Cycles, Inc.
J&P CYCLES and Design	75/065354	02/29/1996	2027275	12/31/1996	Registered	J&P Cycles, LLC
KEEPING THE WORLD ON 2 WHEELS	75/065337	02/29/1996	2024131	12/17/1996	Registered	J&P Cycles, LLC
MILWAUKEE TWINS	85/827844	01/21/2013	4702100	03/17/2015	Registered	J&P Cycles, LLC
MOTORCYCLE SUPERSTORE	85/908685	04/18/2013	4440144	11/26/2013	Registered	J&P Cycles, LLC
MOTORCYCLE USA	85/908688	04/18/2013	4447317	12/10/2013	Registered	J&P Cycles, LLC
MOTORCYCLEUSA.COM	78/193090	12/10/2002	2794846	12/16/2003	Registered	J&P Cycles, LLC

Foreign Registered Trademarks

Trademark	Jurisdiction	App./Serial No.	App./File Date	Reg. No.	Reg. Date	Status of Mark	Owner
J&P CYCLES	European Union	10273753	09/19/2011	10273753	03/05/2012	Registered	J&P Cycles, LLC
MILWAUKEE TWINS	European Union	11977022	07/11/2013	11977022	01/03/2014	Registered	J&P Cycles, LLC

Trademark	Jurisdiction	App./Serial No.	App./File Date	Reg. No.	Reg. Date	Status of Mark	Owner
MILWAUKEE TWINS	Japan	2013-053641	07/10/2013	5712390	10/24/2014	Registered	J&P Cycles, LLC

### **TRADEMARK APPLICATIONS**

None.