

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM567084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOX FACTORY, INC.		03/11/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88762021	TRAIL TRUST	
Serial Number:	88756395	J-FLEX	
Serial Number:	88756392	FLEX CONNECT	
Serial Number:	88756391	JSPEC	
Serial Number:	88756389	QUICKER DISCONNECT	
Serial Number:	88756387	ACOS	
Serial Number:	88756386	J-RATED	
Serial Number:	88746675	JKS J-LINK	
Serial Number:	88744424	Z ZONE OFFROAD	
Serial Number:	88740269	Z	
Serial Number:	88721146	49	
Serial Number:	88589428	TUSCANY	
Serial Number:	88587692	SIDEWINDER	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
TRADEMARK			

OP \$340.00 88762021

Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	100 North Tryon Street
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT
Address Line 4:	Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	327000.028066
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	03/13/2020
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Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2020 (this “Security Agreement”), is made by FOX FACTORY, INC., a California corporation (the “Grantor”), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, FOX FACTORY HOLDING CORP., a Delaware corporation (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into an Amended and Restated Credit Agreement, dated as of March 11, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Amended and Restated Guaranty and Security Agreement, dated as of March 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees

that the rights and remedies of the Administrative 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 of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4. Counterparts. This 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.

Section 5. Governing Law. This 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.

IN WITNESS WHEREOF, the 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.

FOX FACTORY, INC.,
a California corporation

By: 

Name: John Blocher

Title: Chief Financial Officer

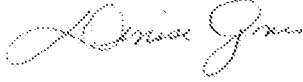
FOX FACTORY, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006891 FRAME: 0582

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

A handwritten signature in cursive script, appearing to read "Denise Jones", is positioned above the signature line.

By: _____

Name: Denise Jones

Title: Vice President

SCHEDULE I**Trademarks****I. REGISTERED TRADEMARKS**

None.

II. TRADEMARK APPLICATIONS

Mark	Appl. No.	Filing Date
TRAIL TRUST	88762021	01/16/2020
J-FLEX	88756395	01/13/2020
FLEX CONNECT	88756392	01/13/2020
JSPEC	88756391	01/13/2020
QUICKER DISCONNECT	88756389	01/13/2020
ACOS	88756387	01/13/2020
J-RATED	88756386	01/13/2020
JKS J-LINK (Stylized)	88746675	01/03/2020
Z ZONE OFFROAD and Design	88744424	01/02/2020
Z and Design	88740269	12/27/2019
49	88721146	12/10/2019
TUSCANY	88589428	08/22/2019
SIDEWINDER	88587692	08/21/2019