

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567086

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RT ACQUISITION CORP.		03/11/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent		
<b>Street Address:</b>	135 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5477106	R-JOINT	
<b>Registration Number:</b>	5055993	STREETGRIP	
<b>Registration Number:</b>	5046455	LEVELTOW ADVANCED TOWING SOLUTIONS BY RI	
<b>Registration Number:</b>	4957575	LEVELTOW	
<b>Registration Number:</b>	3982263		
<b>Registration Number:</b>	3587580	AIRPOD	
<b>Registration Number:</b>	3587579	AIRPOD	
<b>Registration Number:</b>	3583743	RIDETECH	
<b>Registration Number:</b>	3572979	STREET CHALLENGE	
<b>Registration Number:</b>	3243403	LEVELPRO	
<b>Registration Number:</b>	2954373	RIDEPRO	
<b>Registration Number:</b>	2917095	STRONG ARMS	
<b>Registration Number:</b>	2374492	AIRBAR	
<b>Registration Number:</b>	2368569	SHOCKWAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7043311000		

OP \$365.00 5477106

**Email:** PTO\_TMconfirmation@mvalaw.com,  
maryelizabethzaldivar@mvalaw.com  
**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

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 03/13/2020

**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 RT ACQUISITION CORP., a Delaware 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

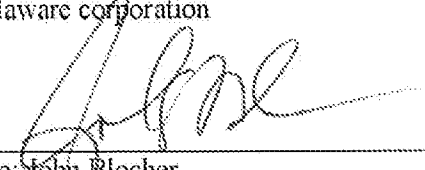
that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth 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 Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RT ACQUISITION CORP.,  
a Delaware corporation

By:   
Name: John Blocher  
Title: Treasurer

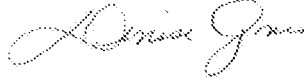
FOX FACTORY, INC.  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006892 FRAME: 0181**

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".

By: \_\_\_\_\_

Name: Denise Jones

Title: Vice President

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

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
R-JOINT	5477106	05/22/18
STREETGRIP	5055993	10/04/16
LEVELTOW ADVANCED TOWING SOLUTIONS BY RIDETECH and Design	5046455	09/20/16
LEVELTOW	4957575	05/10/16
Design Only	3982263	06/21/11
AIRPOD (Stylized)	3587580	03/10/09
AIRPOD	3587579	03/10/09
RIDETECH	3583743	03/03/09
STREET CHALLENGE	3572979	02/10/09
LEVELPRO	3243403	05/22/07
RIDEPRO	2954373	05/24/05
STRONG ARMS	2917095	01/11/05
AIRBAR	2374492	08/08/00
SHOCKWAVE	2368569	07/18/00

**II. TRADEMARK APPLICATIONS**

None.