# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM569753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HORIZON GLOBAL AMERICAS INC.		03/20/2020	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	88676101	ID
Serial Number:	88649884	EDGE
Serial Number:	88625108	LIVE. WORK. PLAY.

## **CORRESPONDENCE DATA**

Fax Number: 2028357586

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: 2028357500 Email: dcip@milbank.com **Correspondent Name:** Javier J. Ramos

Address Line 1: 1850 K Street, NW., Suite 1100

Milbank, LLP Address Line 2:

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	44547.00001
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	03/31/2020

**Total Attachments: 4** 

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#### SUPPLEMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

SUPPLEMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of March 20, 2020 (this "Agreement"), among HORIZON GLOBAL AMERICAS INC. (the "Grantor") and CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Term Loan Credit Agreement, dated as of March 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Horizon Global Corporation (the "Borrower"), the Lenders party thereto, the Collateral Agent, and the other parties thereto and (b) the Guarantee and Collateral Agreement, dated as of March 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors named therein in favor of the Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's Obligations, a security interest in all of its right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by such Grantor (including under any trade name or derivations thereof).

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HORIZON GLOBAL AMERICAS INC., as Grantor

By:

Name: Jay Goldbaum

Title: Vice President and Secretary

CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent

Name:

Title:

Matthew Trybula Associate Councel

SIGNATURE PAGE TO SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (2L)

# Schedule I

# TRADEMARKS

Owner	Status	Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
Horizon Global Americas Inc.	Pending	ID	United States of America	88676101	31-Oct-2019	9	
Horizon Global Americas Inc.	Pending	EDGE	United States of America	88649884	10-Oct-2019		
Horizon Global Americas Inc.	Pending	LIVE. WORK. PLAY.	United States of America	88625108	20-Sep-2019		
Horizon Global Americas Inc.	Pending	REESE	Mexico	2241841	31-Jul-2019		
Horizon Global Americas Inc.	Registered	W WEBFIT THE ONLINE SERVICE CENTRE and Design	European Union (Community)	018061738	08-May-2019	018061738	18-Oct-2019
Horizon Global Americas Inc.	Registered	WEBFIT	European Union (Community)	018061756	08-May-2019	018061756	22-Oct-2019

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**RECORDED: 03/31/2020**