

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT-TL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		03/02/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	THOR TECH, INC.		
Street Address:	601 EAST BEARDSLEY AVENUE		
City:	ELKHART		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5119086	SILVERADO	
Registration Number:	2910980	BISON	
Registration Number:	5119089	TRAIL HAND	
Registration Number:	5393959	RANGER	
Registration Number:	5119083	BISON	
Registration Number:	5127865	BISON COACH	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-3762		
Email:	ksolomon@stblaw.com		
Correspondent Name:	ALYSHA SEKHON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2159		
NAME OF SUBMITTER:	ALYSHA SEKHON		

CH \$165.00 5119086

SIGNATURE:	/AS/
DATE SIGNED:	03/31/2020
Total Attachments: 4 source=Vision - Partial Release- TL (Execution Version)#page1.tif source=Vision - Partial Release- TL (Execution Version)#page2.tif source=Vision - Partial Release- TL (Execution Version)#page3.tif source=Vision - Partial Release- TL (Execution Version)#page4.tif	

PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL RELEASE (“Partial Release”) dated as of March 2, 2020, is entered into by and between JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Secured Parties (“Administrative Agent”), in favor of Thor Tech, Inc., a Nevada Corporation (“Grantor”). Administrative Agent and Grantor are collectively referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of February 1, 2019 (the “Credit Agreement”), that certain Term Loan Collateral Agreement, dated as of February 1, 2019 (the “Collateral Agreement”) and that certain Trademark Security Agreement, dated as of October 1, 2019 (the “Trademark Security Agreement”), the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to all of Grantor’s right, title and interest in, to and under the Trademarks, including those set forth on Schedule A attached thereto (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 19, 2019 at Reel 6822 and Frame 0409;

WHEREAS, the Trademark Collateral included, among other things, the Trademarks of Grantor set forth on Schedule I hereto (the “Released Trademark Collateral”);

WHEREAS, pursuant to that certain Certificate of Compliance, dated as of March 2, 2020, among Thor Industries, Inc. and the Administrative Agent, the Administrative Agent has agreed to release its security interest in the Released Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Release, the Administrative Agent hereby states as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, Collateral Agreement, or Trademark Security Agreement, as applicable.

Section 2. Release of Security Interest. The Administrative Agent, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in the Released Trademark Collateral, arising under the Trademark Security Agreement, and any right, title or interest of the Administrative Agent in such Released Trademark Collateral shall hereby cease and become void. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Released Trademark Collateral, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

Section 3. Partial Release. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral or Trademark Collateral arising under the Trademark Security Agreement or the Collateral Agreement (the “Retained Collateral”). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to it in the Trademark Security Agreement and the Collateral Agreement with respect to all such Retained Collateral, and the Administrative Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the Trademark Security Agreement and the Collateral Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.


Section 4. Further Assurances. Upon the reasonable request of the Grantor, and at the Grantor’s sole cost and expense, the Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Partial Release.

Section 5. Governing Law. This Partial Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Partial Release by its duly authorized officer as of the date first written above.

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Secured Parties

By: 
Name: Erik Barragan
Title: Authorized Officer

[Signature Page to Partial Release (Term Loan)]

TRADEMARK
REEL: 006903 FRAME: 0854

SCHEDULE I

Mark	Registration Number	Grantor
SILVERADO	5119086	Thor Tech, Inc.
BISON	2910980	Thor Tech, Inc..
TRAIL HAND	5119089	Thor Tech, Inc.
RANGER	5393959	Thor Tech, Inc.
BISON	5119083	Thor Tech, Inc.
BISON COACH LOGO (Design)	5127865	Thor Tech, Inc.

[Schedule to Partial Release]