

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583198

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900545482 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|------------------------|
| ARIENS COMPANY | | 03/30/2020 | Corporation: WISCONSIN |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | BANK OF MONTREAL, as administrative agent |
| Street Address: | 111 West Monroe |
| Internal Address: | c/o Terrence McKenna |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking Association: CANADA |

PROPERTY NUMBERS Total: 58

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 4814091 | ATLAS JSV 6000 |
| Registration Number: | 4814036 | ATLAS JSV 3000 |
| Registration Number: | 4506510 | PATH-PRO |
| Registration Number: | 4049213 | SNO-TEK |
| Registration Number: | 3928535 | PRO-WALK |
| Registration Number: | 3928534 | PRO-TURN |
| Registration Number: | 3928531 | COMPACT-PRO |
| Registration Number: | 2909657 | APV |
| Registration Number: | 2952318 | LIFTMASTER |
| Registration Number: | 2570712 | DISC-O-MATIC |
| Registration Number: | 2528359 | ZOOM |
| Registration Number: | 2454960 | WE KEEP YOU CUTTING |
| Registration Number: | 2553502 | INFI-SPEED |
| Registration Number: | 2422155 | ARIENS |
| Registration Number: | 2376777 | GRAVELY |
| Registration Number: | 2117988 | PRO-MASTER |
| Registration Number: | 2117960 | PRO VAC |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 2008288 | ARIENS |
| Registration Number: | 1980707 | SNO-THRO |
| Registration Number: | 1491964 | TINE-A-MATIC |
| Registration Number: | 1453934 | HITCH-N-SWEEP |
| Registration Number: | 1468806 | SUBURBANITE |
| Registration Number: | 1295730 | PARKER |
| Registration Number: | 1205136 | ARIENS |
| Registration Number: | 0917130 | HURRICANE |
| Registration Number: | 0878552 | SPIN PAK |
| Registration Number: | 0758801 | GRAVELY |
| Registration Number: | 0693151 | FLEX-N-FLOAT |
| Registration Number: | 3636658 | MAX ZOOM |
| Registration Number: | 2851057 | PRO STEER |
| Registration Number: | 2988145 | BAG-N-DRAG |
| Registration Number: | 3282454 | ARIENS THE KING OF SNOW |
| Registration Number: | 3126556 | GRAVELY |
| Registration Number: | 3336579 | XDZ |
| Registration Number: | 3235292 | X-FACTOR |
| Registration Number: | 5368225 | GREAT DANE |
| Registration Number: | 5267451 | APEX |
| Registration Number: | 5185967 | EVERRIDE |
| Registration Number: | 5246803 | MOVE YOUR WORLD |
| Registration Number: | 5228502 | EZ LIFT |
| Registration Number: | 5064839 | ATLAS JSV |
| Registration Number: | 5110323 | JSV |
| Registration Number: | 4844133 | LOCKE |
| Registration Number: | 5087904 | PRO-QXT |
| Registration Number: | 3353116 | PRO-STANCE |
| Registration Number: | 5558761 | KING OF SNOW |
| Registration Number: | 5536121 | RAPID |
| Serial Number: | 88448625 | EDGE |
| Registration Number: | 5970302 | ARIENS ZENITH |
| Registration Number: | 5978533 | OUR NAME IS RIDING ON IT |
| Serial Number: | 87247020 | BUILT TO MOW THE DISTANCE |
| Registration Number: | 1973143 | EZRIDER |
| Registration Number: | 1989876 | EZR |
| Registration Number: | 1442755 | ARLINGTON |
| Registration Number: | 1438986 | THATCH-O-MATIC |

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 1438985 | TRAILLETTE |
| Registration Number: | 1441801 | ESTATE MASTER |
| Registration Number: | 1441947 | VAC-35 |

CORRESPONDENCE DATA

Fax Number:

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: 804 775 1676
Email: edavenport@mcguirewoods.com
Correspondent Name: Michael A. Shafer, McGuireWoods LLP
Address Line 1: 800 East Canal Street
Address Line 2: Gateway Plaza
Address Line 4: Richmond, VIRGINIA 23219-3916

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Michael A. Shafer |
| SIGNATURE: | /Michael A. Shafer/ |
| DATE SIGNED: | 06/26/2020 |

Total Attachments: 12
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SECOND AMENDED AND RESTATED GRANT OF A SECURITY INTEREST --
TRADEMARKS

This Second Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 30, 2020, by ARIENS COMPANY, a Wisconsin corporation, and ARIENS SPECIALTY BRANDS LLC, a Wisconsin limited liability company (collectively the "Grantors" and each individually, a "Grantor"), in favor of BANK OF MONTREAL, in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into that certain Pledge and Security Agreement, dated September 30, 2014 (as amended by that certain Pledge Amendment dated December 14, 2016, reaffirmed by that certain Omnibus Amendment and Reaffirmation of Existing Ancillary Documents made as of November 17, 2017 and as further reaffirmed by that certain Second Omnibus Amendment and Reaffirmation Agreement of Existing Ancillary Documents dated of even date herewith, and as further amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Credit Agreement defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement),

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement is an amendment and restatement of (i) that certain Trademark Security Agreement made as of September 30, 2014 (the “Original Trademark Security Agreement”), and (ii) that certain Amended and Restated Trademark Security Agreement made as of January 25, 2018 (the “A&R Trademark Security Agreement”). This Trademark Security Agreement is not a novation of the Original Trademark Security Agreement or A&R Trademark Security Agreement, but is an amendment and restatement thereof. All references to the Original Trademark Security Agreement or the A&R Trademark Security Agreement in any Loan Document or other instrument, agreement or writing relating thereto shall be deemed to refer to this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Second Amended and Restated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ARIENS COMPANY

By: 
Name: James H. Young III
Title: Vice President – Finance and Treasurer

[Signature page to Second Amended and Restated Grant of Security Interest – Trademarks]


SCHEDULE A
Trademark Registrations and Applications

| Trademark | Application No. | Registration No. | Registration Date | Owner |
|------------------|------------------------|-------------------------|--------------------------|----------------|
| ATLAS JSV 6000 | 86305909 | 4814091 | Sep. 15, 2015 | ARIENS COMPANY |
| ATLAS JSV 3000 | 86298160 | 4814036 | Sep. 15, 2015 | ARIENS COMPANY |
| PATH-PRO | 85747397 | 4506510 | Apr. 01, 2014 | ARIENS COMPANY |
| SNO-TEK | 85290548 | 4049213 | Nov. 01, 2011 | ARIENS COMPANY |
| PRO-WALK | 85086613 | 3928535 | Mar. 08, 2011 | ARIENS COMPANY |
| PRO-TURN | 85086596 | 3928534 | Mar. 08, 2011 | ARIENS COMPANY |
| COMPACT-PRO | 85086570 | 3928531 | Mar. 08, 2011 | ARIENS COMPANY |
| APV | 76515369 | 2909657 | Dec. 14, 2004 | ARIENS COMPANY |

Schedule A

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|---|----------|---------|---------------|----------------|
| LIFTMASTER | 76408794 | 2952318 | May 17, 2005 | ARIENS COMPANY |
| DISC-O-MATIC | 75902195 | 2570712 | May 21, 2002 | ARIENS COMPANY |
| ZOOM | 75896326 | 2528359 | Jan. 08, 2002 | ARIENS COMPANY |
| WE KEEP YOU CUTTING | 75896076 | 2454960 | May 29, 2001 | ARIENS COMPANY |
| INFI-SPEED | 75844904 | 2553502 | Mar. 26, 2002 | ARIENS COMPANY |
|  | 75683920 | 2422155 | Jan. 16, 2001 | ARIENS COMPANY |
| GRAVELLY | 75599373 | 2376777 | Aug. 15, 2000 | ARIENS COMPANY |
| PRO-MASTER | 75209257 | 2117988 | Dec. 02, 1997 | ARIENS COMPANY |
| PRO VAC | 75207085 | 2117960 | Dec. 02, 1997 | ARIENS COMPANY |
| ARIENS | 75008131 | 2008288 | Oct. 15, 1996 | ARIENS COMPANY |
| SNO-THRO | 74628605 | 1980707 | Jun. 18, 1996 | ARIENS COMPANY |

Schedule A

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|---|----------|---------|---------------|----------------|
| TINE-A-MATIC | 73695032 | 1491964 | Jun. 14, 1988 | ARIENS COMPANY |
| HITCH-N-SWEEP | 73623635 | 1453934 | Aug. 25, 1987 | ARIENS COMPANY |
| SUBURBANITE | 73623632 | 1468806 | Dec. 15, 1987 | ARIENS COMPANY |
| PARKER | 73431069 | 1295730 | Sep. 18, 1984 | ARIENS COMPANY |
| ARIENS | 73216288 | 1205136 | Aug. 17, 1982 | ARIENS COMPANY |
| HURRICANE | 72304498 | 917130 | Jul. 27, 1971 | ARIENS COMPANY |
|  | 72292222 | 878552 | Oct. 14, 1969 | ARIENS COMPANY |
| GRAVELLY | 72153429 | 758801 | Oct. 22, 1963 | ARIENS COMPANY |
| FLEX-N-FLOAT | 72077244 | 693151 | Feb. 16, 1960 | ARIENS COMPANY |
| MAX ZOOM | 77537985 | 3636658 | Dec. 23, 2008 | ARIENS COMPANY |
| PRO STEER | 78282751 | 2851057 | Jun. 8, 2004 | ARIENS COMPANY |

Schedule A

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|---|----------|---------|---------------|----------------|
| BAG-N-DRAG | 78314041 | 2988145 | Aug. 23, 2005 | ARIENS COMPANY |
| ARIENS THE KING OF SNOW | 78656194 | 3282454 | Aug. 21, 2007 | ARIENS COMPANY |
|  | 78697249 | 3126556 | Aug. 8, 2006 | ARIENS COMPANY |
|  | 78736587 | 3336579 | Nov. 13, 2007 | ARIENS COMPANY |
| X-FACTOR | 78756444 | 3235292 | Apr. 24, 2007 | ARIENS COMPANY |
| GREAT DANE | 87325117 | 5368225 | Jan. 2, 2018 | ARIENS COMPANY |
| APEX | 87103668 | 5267451 | Aug. 15, 2017 | ARIENS COMPANY |
| EVERRIDE | 87167792 | 5185967 | Apr. 18, 2017 | ARIENS COMPANY |
| MOVE YOUR WORLD | 86456998 | 5246803 | Jul. 18, 2017 | ARIENS COMPANY |
| EZ LIFT | 86389806 | 5228502 | Jun. 20, 2017 | ARIENS COMPANY |
| ATLAS JSV | 86462677 | 5064839 | Oct. 18, 2016 | ARIENS COMPANY |

Schedule A

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|------------------------------|----------|---------|-------------------|-------------------|
| JSV | 86462674 | 5110323 | Dec. 27, 2016 | ARIENS COMPANY |
| LOCKE | 86425431 | 4844133 | Nov. 3, 2015 | ARIENS COMPANY |
| PRO-QXT | 86745579 | 5087904 | Nov. 22, 2016 | ARIENS COMPANY |
| PRO-STANCE | 77063977 | 3353116 | Dec. 11, 2007 | ARIENS COMPANY |
| KING OF SNOW | 87550904 | 5558761 | Sept. 11, 2018 | ARIENS COMPANY |
| RAPID | 86745584 | 5536121 | Aug. 7, 2018 | ARIENS COMPANY |
| EDGE | 88448625 | | | ARIENS COMPANY |
| ARIENS ZENITH | 88158781 | 5970302 | Jan. 28, 2020 | ARIENS COMPANY |
| OUR NAME IS RIDING ON IT | 87247021 | 5978533 | Feb. 4, 2020 | ARIENS COMPANY |
| BUILT TO MOW THE DISTANCE | 87247020 | | | ARIENS COMPANY |
| EZRIDER | 74714701 | 1973143 | May 7, 1996 | ARIENS COMPANY |

Schedule A

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|----------------|----------|---------|------------------|-------------------|
| EZR | 74699406 | 1989876 | Jul. 30, 1996 | ARIENS COMPANY |
| ARLINGTON | 73623643 | 1442755 | Jun. 16, 1987 | ARIENS COMPANY |
| THATCH-O-MATIC | 73623637 | 1438986 | May 12, 1987 | ARIENS COMPANY |
| TRAILLETTE | 73623636 | 1438985 | May 12, 1987 | ARIENS COMPANY |
| ESTATE MASTER | 73623634 | 1441801 | Jun. 9, 1987 | ARIENS COMPANY |
| VAC-35 | 73623633 | 1441947 | Jun. 9, 1987 | ARIENS COMPANY |

TRADEMARK

REEL: 006979 FRAME: 0939

Schedule A

RECORDED: 04/17/2020