

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Billy Goat Industries, Inc.		07/22/2020	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	74189792	QUIET VAC	
Serial Number:	74337230	GRAZOR	
Serial Number:	75669864		
Serial Number:	75669863	OUTBACK	
Serial Number:	75864652	BILLY GOAT	
Serial Number:	78234018	PLUGR	
Serial Number:	78464293	PLUGR	
Serial Number:	77657411	BILLY GOAT	
Serial Number:	77657410		
Serial Number:	87477411	BILLY GOAT	
Serial Number:	88681689		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		

CH \$290.00 74189792

TRADEMARK

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	049067-136 HP
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	07/22/2020
Total Attachments: 5 source=Billy Goat Industries Inc. - DIP - Grant of Security Interest in Trademarks (2020)_117137656_1_0#page1.tif source=Billy Goat Industries Inc. - DIP - Grant of Security Interest in Trademarks (2020)_117137656_1_0#page2.tif source=Billy Goat Industries Inc. - DIP - Grant of Security Interest in Trademarks (2020)_117137656_1_0#page3.tif source=Billy Goat Industries Inc. - DIP - Grant of Security Interest in Trademarks (2020)_117137656_1_0#page4.tif source=Billy Goat Industries Inc. - DIP - Grant of Security Interest in Trademarks (2020)_117137656_1_0#page5.tif	

Grant of Security Interest in Trademarks

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 22, 2020 (this “*Agreement*”), is made by BILLY GOAT INDUSTRIES, INC., a Missouri corporation (the “*Granting Pledgor*”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

WHEREAS, pursuant to that certain Senior Secured Debtor-in-Possession Revolving and Term Credit Agreement, dated as of July 22, 2020, by and among BRIGGS & STRATTON CORPORATION, a Wisconsin corporation (the “*Lead Borrower*”), each of the other Borrowers, the Lenders, the Issuing Banks, and JPMORGAN CHASE BANK, N.A., as administrative agent collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”), and the other parties from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Pledgors (as defined therein) party thereto entered into that certain U.S. Senior Secured Debtor-in-Possession Collateral Agreement, dated as of July 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), by and among the Lead Borrower, each of the Pledgors from time to time party thereto, and JPMORGAN CHASE BANK, N.A., as collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”), pursuant to which the Granting Pledgor assigned, and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Collateral Agreement, the Granting Pledgor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office and the CIPO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Granting Pledgor hereby agrees with the Agent as follows:

SECTION 1. *Terms*. 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. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Granting Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, for the benefit of the Secured Parties, and grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Granting Pledgor’s right, title and interest in, to

and under any and all of the following assets and properties (collectively, but excluding any Excluded Property, the “*Trademark Collateral*”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos and other source or business identifiers, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, CIPO or any similar offices in any State of the United States, any Province of Canada or any other country or any political subdivision thereof, and all renewals thereof, including those United States and Canadian registrations and applications listed on Schedule I; (b) all goodwill associated with or symbolized by the foregoing; (c) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing; (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement, dilutions or other violations thereof; and (e) all other rights accruing thereunder or pertaining thereto throughout the world (“*Trademarks*”).

Notwithstanding any provision to the contrary herein, the foregoing assignment and grant of security interest will not cover any Excluded Property.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Granting Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

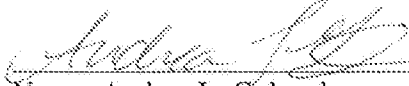
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE; PROVIDED THAT THE AGENTS AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.**

[Signature Pages Follow]

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

BILLY GOAT INDUSTRIES, INC.

By: 
Name: Andrea L. Golvach
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007005 FRAME: 0692

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By:



Name: John Morrone

Title: Authorized Signer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007005 FRAME: 0693

Schedule I
to Grant of Security Interest in Trademarks

U.S. and Canadian Trademark Registrations and Applications

Internal Title	Country	Application Number	Filing Date	Issue/Registration Number	Issue/Registration Date
BILLY GOAT	Canada	0615635	9/22/1988	TMAA365261	2/9/1990
QUIET VAC	United States	74/189,792	7/29/1991	1736205	12/1/1992
GRAZOR	United States	74/337,230	12/7/1992	1833659	5/3/1994
Billy Goat Head Design	United States	75/669,864	3/29/1999	2332293	3/21/2000
OUTBACK	United States	75/669,863	3/29/1999	2419984	1/9/2001
BILLY GOAT	United States	75/864,652	12/6/1999	2423201	1/23/2001
PLUGR and Design	United States	78/234,018	4/4/2003	2866695	7/27/2004
PLUGR	United States	78/464,293	8/9/2004	2998211	9/20/2005
BILLY GOAT	United States	77/657,411	1/27/2009	3668991	8/18/2009
Billy Goat Head Design	United States	77/657,410	1/27/2009	3668990	8/18/2009
BILLY GOAT	United States	87/477,411	6/6/2017	5378579	
DESIGN ONLY	United States	88/681,689	11/6/2019		1/16/2018