

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		08/21/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Billy Goat Industries, Inc.		
Street Address:	1803 SW Jefferson St.		
City:	Lees Summit		
State/Country:	MISSOURI		
Postal Code:	64081		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1736205	QUIET VAC	
Registration Number:	1833659	GRAZOR	
Registration Number:	2332293		
Registration Number:	2419984	OUTBACK	
Registration Number:	2423201	BILLY GOAT	
Registration Number:	2866695	PLUGR	
Registration Number:	2998211	PLUGR	
Registration Number:	3668991	BILLY GOAT	
Registration Number:	3668990		
Registration Number:	5378579	BILLY GOAT	
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 \$265.00 1736205

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	049067-0136 HP
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	08/21/2020
Total Attachments: 4 source=Briggs - Release of Security Interest in Trademarks (Billy Goat Industries)_117455039_1_0#page1.tif source=Briggs - Release of Security Interest in Trademarks (Billy Goat Industries)_117455039_1_0#page2.tif source=Briggs - Release of Security Interest in Trademarks (Billy Goat Industries)_117455039_1_0#page3.tif source=Briggs - Release of Security Interest in Trademarks (Billy Goat Industries)_117455039_1_0#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”), dated as of August 21, 2020 is made by **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent and Collateral Agent (the “Collateral Agent”) under the Credit Agreement referred to below in favor of **BILLY GOAT INDUSTRIES, INC.**, a Missouri corporation, (the “Granting Pledgor”) (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement or the Security Agreement, as applicable).

WHEREAS, in connection with that certain Revolving Credit Agreement, dated as of September 27, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Briggs & Stratton Corporation, a Wisconsin corporation (the “Lead Borrower”), each of the other Borrowers, the Lenders, the Issuing Banks, and the Collateral Agent, the Lenders agreed to make loans and extend other financial accommodations to or for the benefit of the Borrower;

WHEREAS, the Granting Pledgor and the other U.S. Loan Parties entered into that certain U.S. Collateral Agreement dated as of September 27, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, in connection with the Credit Agreement and Security Agreement, the Granting Pledgor executed and delivered certain agreements described on Schedule A attached hereto (collectively, the “Trademark Security Agreement”), the Granting Pledgor granted security interests in the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including those listed on Schedule A attached hereto (the Trademark Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable, on the dates and on the reels and frames or file numbers, in each case, set forth on Schedule A hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby **RELEASES**, terminates, cancels and discharges, without representation, recourse or warranty whatsoever, in its entirety its security interest in and to the Trademark Collateral and terminates the Trademark Security Agreement. The Collateral Agent hereby reassigns, re-transfers and re-conveys to the Granting Pledgor any and all of its rights, title and interest in and to the Trademark Collateral, together with (1) all proceeds and products of such Trademark Collateral, (2) the goodwill associated with such Trademark Collateral and (3) all causes of action arising prior to or after the date hereof for infringement of such Trademark Collateral or unfair competition regarding the same, and any and all other rights, title and interest in and to such Trademark Collateral and related rights that the Collateral Agent may have.

The Collateral Agent agrees, at Borrower’s expense, to cooperate with Borrower, to take all further actions and to provide Borrower with the information and additional authorization, in each case, as reasonably required or desirable to effect the purpose of this Release. The Collateral Agent hereby authorizes this Release to be filed and recorded with the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and any other offices as may be necessary to carry out the intention of this Release. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and an Officer for the Canadian Intellectual Property Office record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first above written.

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

By: 
Name: John Morrone
Title: Authorized Signer

Schedule A

Grant of Security Interest in Trademarks dated as of September 27, 2019, by Billy Boat Industries, Inc., a Missouri corporation in favor of Collateral Agent, as recorded with (i) the U.S. Patent and Trademark Office on September 27, 2019 at Reel/Frame No. 6757/0165 and (ii) the Canadian Intellectual Property Office on December 9, 2019 as File Number 615635.

Mark	Country	Registration No.	Registration Date
BILLY GOAT	Canada	TMA365,261	2/9/1990
QUIET VAC	United States	1736205	12/1/1992
GRAZOR	United States	1833659	5/3/1994
Billy Goat Head Design	United States	2332293	3/21/2000
OUTBACK	United States	2419984	1/9/2001
BILLY GOAT	United States	2423201	1/23/2001
PLUGR and Design	United States	2866695	7/27/2004
PLUGR	United States	2998211	9/20/2005
BILLY GOAT	United States	3668991	8/18/2009
Billy Goat Head Design	United States	3668990	8/18/2009
BILLY GOAT	United States	5378579	1/16/2018