# CH \$290.00 741897

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM598947

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		09/21/2020	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: 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:

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:** 3129932652

**Email:** heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: 330 N Wabash Avenue

REEL: 007058 FRAME: 0533

TRADEMARK

	Suite 2800 Chicago, ILLINOIS 60611					
ATTORNEY DOCKET NUMBER:	049067-0136 hp					
NAME OF SUBMITTER:	Heather Poitras					
SIGNATURE:	/hp/					
DATE SIGNED:	09/22/2020					

### **Total Attachments: 4**

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TRADEMARK REEL: 007058 FRAME: 0534

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release"), dated as of September 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 Senior Secured Debtor-in-Possession Revolving and Term Credit Agreement, dated as of July 22, 2020 (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. Senior Secured Debtor-in-Possession Collateral Agreement dated as of July 22, 2020 (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 <u>Schedule A</u> attached hereto (collectively, the "<u>Trademark Security Agreement</u>"), the Granting Pledgor granted security interests in the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including those listed on <u>Schedule A</u> attached hereto (the <u>Trademark Collateral</u>"); 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 <u>Schedule A</u> 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, retransfers 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.

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TRADEMARK REEL: 007058 FRAME: 0535 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]

TRADEMARK REEL: 007058 FRAME: 0536

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 July 22, 2020, by Billy Boat Industries, Inc., a Missouri corporation in favor of Collateral Agent, (i) as recorded with the U.S. Patent and Trademark Office on July 22, 2020 at Reel/Frame No. 7005/0688 and (ii) as recorded with the Canadian Intellectual Property Office on September 15, 2020 with File Number 1867967.

U.S. and Canadian Trademark Registrations and Applications

DESIGN ONLY	BILLY GOAT	Billy Goat Head Design	BILLY GOAT	PLUGR	PLUGR and Design	BILLY GOAT	OUTBACK	Billy Goat Head Design	GRAZOR	QUIET VAC	BILLY GOAT	Internal Title
United States	<b>United States</b>	<b>United States</b>	<b>United States</b>	<b>United States</b>	<b>United States</b>	<b>United States</b>	<b>United States</b>	<b>United States</b>	<b>United States</b>	United States	Canada	Country
88/681,689	87/477,411	77/657,410	77/657,411	78/464,293	78/234,018	75/864,652	75/669,863	75/669,864	74/337,230	74/189,792	0615635	Application Number
11/6/2019	6/6/2017	1/27/2009	1/27/2009	8/9/2004	4/4/2003	12/6/1999	3/29/1999	3/29/1999	12/7/1992	7/29/1991	9/22/1988	Filing Date
	5378579	3668990	3668991	2998211	2866695	2423201	2419984	2332293	1833659	1736205	TMA365261	Issue/Registration Number
	1/16/2018	8/18/2009	8/18/2009	9/20/2005	7/27/2004	1/23/2001	1/9/2001	3/21/2000	5/3/1994	12/1/1992	2/9/1990	Issue/Registration Date

TRADEMARK REEL: 007058 FRAME: 0538

**RECORDED: 09/22/2020**