

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM608669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J&P Cycles, LLC		11/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88798183	KEEPING THE WORLD ON 2 WHEELS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	11/13/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2020, is made by **J&P CYCLES, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, the Grantor has joined, as a borrower, that certain Amended and Restated Credit Agreement dated as of February 23, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, inter alia, such the Borrowers, the other Loan Parties party thereto, the Lenders party thereto from time to time, and Grantee, as Administrative Agent, which provides for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of February 23, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors party thereto from time to time and Agent, Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby collaterally assign, pledge and grant to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement,

misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

J&P CYCLES, LLC


By: 

Name: Ben Selden

Title: Chief Financial Officer

Acknowledged:

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

U.S. Federal Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner
KEEPING THE WORLD ON 2 WHEELS	88/798183	02/14/2020	6141229	09/01/2020	Registered	J&P Cycles, LLC

Foreign Registered Trademarks: None.

TRADEMARK APPLICATIONS

None.