

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648105

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CART PARTS, LLC		05/19/2021	Limited Liability Company: FLORIDA
HOWARD, LLC		05/19/2021	Limited Liability Company: DELAWARE
NIVEL PARTS & MANUFACTURING CO., LLC		05/19/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4752828	P CARTPARTS
Registration Number:	2718172	RED POWER
Registration Number:	5780361	"WHERE THE CART IS JUST THE START!"
Registration Number:	6286206	"WHERE THE CART IS JUST THE START!"
Registration Number:	5194179	ARMOR
Registration Number:	3267486	BREEZEASY
Registration Number:	6286205	BU BUGGIES UNLIMITED
Registration Number:	5792977	BU BUGGIES UNLIMITED
Registration Number:	3464310	BU BUGGIES UNLIMITED
Registration Number:	2509423	BUGGIES UNLIMITED
Registration Number:	3520176	EC EVERYTHING CARTS
Registration Number:	5063755	GENESIS
Registration Number:	5579151	GTW
Registration Number:	6314352	HIGH LIFTER

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Property Type	Number	Word Mark
Registration Number:	6314353	HIGH LIFTER
Registration Number:	2545270	HIGH LIFTER OUTLAW
Registration Number:	5413424	INNOVA
Registration Number:	3900296	MADJAX
Registration Number:	5198169	MJ TORQUE
Registration Number:	6174086	MJFX
Registration Number:	3374470	MUD NATIONALS
Registration Number:	6199245	NIVEL
Registration Number:	6175010	OCTANE RIDGE
Registration Number:	3014011	RAIN GARD
Registration Number:	1885955	RED DOT
Registration Number:	5797130	SEIZMIK
Registration Number:	5035584	SIDE BY SIDE STUFF .COM
Registration Number:	4848257	SIDEBYSIDESTUFF.COM
Registration Number:	5731444	SZ
Registration Number:	6298386	TAMPA G
Registration Number:	3015006	VIALINK
Registration Number:	6330262	WE TRANSFORM
Serial Number:	90476678	AGKITS
Serial Number:	88667392	ARCOS
Serial Number:	88848322	JAKE'S
Serial Number:	90350799	RELIANCE
Serial Number:	90494392	RF ENGINE

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11668.498

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 05/19/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2021 (this “Trademark Security Agreement”), made by Cart Parts, LLC, a Florida limited liability company, Howard, LLC, a Delaware limited liability company and Nivel Parts & Manufacturing Co., LLC, a Delaware limited liability company (each, a “Grantor”), in favor of Ares Capital Corporation, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of May 19, 2021 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among North Haven Falcon Buyer, LLC, North Haven Falcon Holding Company, LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto, Ares Capital Corporation, as Administrative Agent and the other parties party thereto.

WHEREAS, each Grantor is party to a Security Agreement, dated as of May 19, 2021 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. Each Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and the Collateral Agent

and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

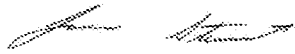
Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]


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

CART PARTS, LLC
as Grantor

By: 

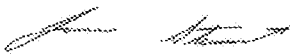
Name: James Stewart
Title: Vice President

HOWARD, LLC
as Grantor

By: 

Name: James Stewart
Title: Vice President

**NIVEL PARTS & MANUFACTURING CO.,
LLC**
as Grantor

By: 

Name: James Stewart
Title: Vice President

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____

Name: Mitchell Goldstein
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007299 FRAME: 0060

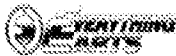

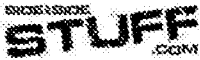
SCHEDULE I

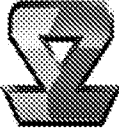
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Grantor</u>
P CARTPARTS (DESIGN) 	June 9, 2015	4752828	Cart Parts, LLC
RED POWER	May 20, 2003	2718172	Howard, LLC
"WHERE THE CART IS JUST THE START!"	June 18, 2019	5780361	Nivel Parts & Manufacturing, Co., LLC
"WHERE THE CART IS JUST THE START!"	March 9, 2021	6286206	Nivel Parts & Manufacturing, Co., LLC
ARMOR	May 2, 2017	5194179	Nivel Parts & Manufacturing, Co., LLC
BREEZEASY 	July 24, 2007	3267486	Nivel Parts & Manufacturing, Co., LLC
BU BUGGIES UNLIMITED & Design 	March 9, 2021	6286205	Nivel Parts & Manufacturing, Co., LLC
BU BUGGIES UNLIMITED & DESIGN 	July 2, 2019	5792977	Nivel Parts & Manufacturing, Co., LLC
BU BUGGIES UNLIMITED & Design (green) 	July 8, 2008	3464310	Nivel Parts & Manufacturing, Co., LLC

BUGGIES UNLIMITED	November 20, 2001	2509423	Nivel Parts & Manufacturing, Co., LLC
EC EVERYTHING CARTS stylized	October 21, 2008	3520176	Nivel Parts & Manufacturing, Co., LLC
			
GENESIS	October 18, 2016	5063755	Nivel Parts & Manufacturing, Co., LLC
GTW	February 19, 2018	5579151	Nivel Parts & Manufacturing, Co., LLC
HIGH LIFTER	April 6, 2021	6314352	Nivel Parts & Manufacturing, Co., LLC
HIGH LIFTER (Stylized)	April 6, 2021	6314353	Nivel Parts & Manufacturing, Co., LLC
			
HIGH LIFTER OUTLAW	March 5, 2002	2545270	Nivel Parts & Manufacturing, Co., LLC
INNOVA	February 27, 2018	5413424	Nivel Parts & Manufacturing, Co., LLC
MADJAX	January 4, 2011	3900296	Nivel Parts & Manufacturing, Co., LLC
MJ TORQUE	May 9, 2017	5198169	Nivel Parts & Manufacturing, Co., LLC
MJFX	October 13, 2020	6174086	Nivel Parts & Manufacturing, Co., LLC
MUD NATIONALS	January 22, 2008	3374470	Nivel Parts & Manufacturing, Co., LLC
NIVEL	November 17, 2020	6199245	Nivel Parts & Manufacturing, Co., LLC
OCTANE RIDGE	October 13, 2020	6175010	Nivel Parts & Manufacturing, Co., LLC
RAIN GARD	November 8, 2005	3014011	Nivel Parts & Manufacturing, Co., LLC
RED DOT	March 28, 1995	1885955	Nivel Parts & Manufacturing, Co., LLC
SEIZMIK	July 9, 2019	5797130	Nivel Parts & Manufacturing, Co., LLC
SIDEBYSIDESTUFF.COM (DESIGN)	September 6, 2016	5035584	Nivel Parts & Manufacturing, Co., LLC
			
SIDEBYSTUFF.COM (WORD)	November 3, 2015	4848257	Nivel Parts & Manufacturing, Co., LLC

SZ (STYLIZED)	April 23, 2019	5731444	Nivel Parts & Manufacturing, Co., LLC
			
TAMPA G	May 6, 2020	6298386	Nivel Parts & Manufacturing, Co., LLC
VIALINK	November 15, 2005	3015006	Nivel Parts & Manufacturing, Co., LLC
WE TRANSFORM	April 20, 2021	6330262	Nivel Parts & Manufacturing, Co., LLC

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Grantor</u>
AGKITS	January 20, 2021	90/476678	Nivel Parts & Manufacturing, Co., LLC
ARCOS DESIGNS	October 24, 2019	88/667392	Nivel Parts & Manufacturing, Co., LLC
JAKE'S	March 26, 2020	88/848322	Nivel Parts & Manufacturing, Co., LLC
RELIANCE	December 1, 2020	90/350799	Nivel Parts & Manufacturing, Co., LLC
RF ENGINE	January 28, 2021	90/494392	Nivel Parts & Manufacturing, Co., LLC