

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rough Country, LLC		07/28/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Administrative Agent
Street Address:	200 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4760195	COMMAND THE DARK
Registration Number:	6120651	OVERLANDER M/T
Registration Number:	5345821	QUICKCAL
Registration Number:	5608008	RC
Registration Number:	5399010	RC
Registration Number:	1006015	ROUGH COUNTRY
Registration Number:	3322351	ROUGH COUNTRY X SERIES
Serial Number:	90599177	ROUGH COUNTRY
Serial Number:	90044108	RC

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

CH \$240.00 4760195

ATTORNEY DOCKET NUMBER:	053644-0293
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/28/2021

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Rough Country, LLC, a Delaware limited liability company (“**Grantor**”) in favor of Golub Capital Markets LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Second Lien Security Agreement dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto;
- (ii) all goodwill of the business connected with the use of and symbolized thereby
- (iii) all rights to sue or otherwise recover for any past, present and future infringements, dilutions or other violations thereof;
- (iv) all Proceeds of the foregoing; and
- (v) all other rights corresponding thereto;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege

Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

ROUGH COUNTRY, LLC, as a Grantor

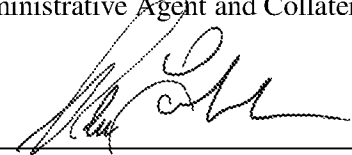
By: 
Name: Patrick Just
Title: Secretary and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007367 FRAME: 0172

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent and Collateral Agent

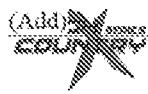
By:  _____

Name: Robert G. Tuchscherer

Title: Senior Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Rough Country, LLC	COMMAND THE DARK	4760195	23-Jun-2015
Rough Country, LLC	OVERLANDER M/T	6120651	04-Aug-2020
Rough Country, LLC	QUICKCAL	5345821	28-Nov-2017
Rough Country, LLC	RC	5608008	13-Nov-2018
Rough Country, LLC	RC	5399010	13-Feb-2018
Rough Country, LLC	ROUGH COUNTRY	1006015	04-Mar-1975
Rough Country, LLC	(Add) 	3322351	30-Oct-2007

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Rough Country, LLC	ROUGH COUNTRY	90599177	24-May-2021
Rough Country, LLC	RC	90044108	09-July-2020