

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Motis Brands, Inc.		08/31/2021	Corporation: DELAWARE
Race Ramps, LLC		08/31/2021	Limited Liability Company: DELAWARE
Discount Ramps.com, LLC		08/31/2021	Limited Liability Company: WISCONSIN
HD Ramps, LLC		08/31/2021	Limited Liability Company: WISCONSIN
Elasco Products LLC		08/31/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	4349263	RAGE POWERSPORTS
Registration Number:	3555908	BIG BOY
Registration Number:	3429772	BLACK WIDOW
Registration Number:	4192958	DISCOUNT RAMPS
Registration Number:	5232914	SILVER SPRING
Registration Number:	5232915	SILVER SPRING
Registration Number:	2318934	TILT-A-RACK
Registration Number:	5319960	GUARDIAN INDUSTRIAL PRODUCTS
Registration Number:	4915368	SILVER SPRING
Registration Number:	4915367	SILVER SPRING
Registration Number:	5009630	SILVER SPRING
Registration Number:	5009638	SILVER SPRING
Registration Number:	5299875	BLACK ICE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5299884	BLACK ICE SNOWMOBILE PRODUCTS
Registration Number:	5508154	BIG BOY EZ RIZER
Registration Number:	4273417	EZ DECK STEP
Registration Number:	4835023	HEAVY DUTY HD RAMPS
Registration Number:	4835029	CANARAMP CR LOADING SYSTEMS
Registration Number:	4816931	RACE RAMPS
Registration Number:	4064949	RACE RAMPS
Registration Number:	3144340	RACE RAMPS
Registration Number:	3116294	BRUTE INDUSTRIES
Registration Number:	5078015	PORTABLE PIT STOP RAMP
Registration Number:	5135860	RAMPS THAT WORK
Registration Number:	5094563	CAR RAMPS THAT WORK
Registration Number:	5081496	BAN THE BOARD
Registration Number:	5073300	RAMPOLOGY
Registration Number:	5073146	HAPPY WRAPPER
Registration Number:	4939558	RETYLER RAMP
Registration Number:	4556068	FLATSTOPPERS
Registration Number:	4951577	ZOOM JACK
Registration Number:	4389883	TOW RAMPS
Registration Number:	4401958	RACE ROCKS
Registration Number:	3700495	RACK RAMPS
Registration Number:	3626629	TRAILER-MATES
Registration Number:	3604704	SHOW RAMPS
Registration Number:	3492229	WHEEL CRIBS
Registration Number:	3448111	THE BEST WAY TO GET IT UP!
Registration Number:	3470651	TRAK-JAX
Registration Number:	5015932	ELASCO PRODUCTS
Registration Number:	6214371	HD RAMPS
Registration Number:	5760148	GUARDIAN
Registration Number:	5964926	KILL SHOT
Registration Number:	5975026	KILL SHOT HUNTING GEAR
Registration Number:	5964927	HARBOR MATE
Registration Number:	5964928	HARBOR MATE MARINE ACCESSORIES
Registration Number:	6336099	ELEVATE
Registration Number:	6091674	ROCK RAMPS
Serial Number:	88433758	MOTIS BRANDS
Serial Number:	88433888	MOTIS BRANDS
Serial Number:	90572840	ELEVATE OUTDOOR

Property Type	Number	Word Mark
Serial Number:	88910491	ALUMIFOAM
Serial Number:	90572842	SILVER SPRING
Serial Number:	90525524	SHOW ROCK
Serial Number:	88718427	IBEX
Serial Number:	88718435	AXIA

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,kate.ferrara@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 10/11/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 31, 2021, is made among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for certain Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Each Grantor has executed and delivered a Guarantee and Collateral Agreement, dated of even date herewith, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Each Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent to use" Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection

with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any existing Trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.


7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:


MOTIS BRANDS, INC.

By: 
Name: Rich Spratt
Title: Chief Executive Officer

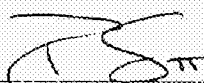
RACE RAMPS, LLC

By: 
Name: Rich Spratt
Title: Chief Executive Officer

DISCOUNT RAMPS.COM, LLC

By: 
Name: Rich Spratt
Title: Chief Executive Officer


HD RAMPS, LLC

By: 
Name: Rich Spratt
Title: Chief Executive Officer

ELASCO PRODUCTS, LLC

By: 
Name: Rich Spratt
Title: Chief Executive Officer

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent


By: Drew Guyette [Sig 30, 2021 14:31 CDT]
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

UNITED STATES TRADEMARKS:

Owner	Registration Number	Jurisdiction	Trademark
Discount Ramps.com, LLC	4,349,263	US	Rage Powersports
Discount Ramps.com, LLC	3,555,908	US	BIG BOY
Discount Ramps.com, LLC	3,429,772	US	BLACK WIDOW
Discount Ramps.com, LLC	4,192,958	US	DISCOUNT RAMPS
Discount Ramps.com, LLC	5,232,914	US	SILVER SPRING
Discount Ramps.com, LLC	5,232,915	US	SILVER SPRING (Design)
Discount Ramps.com, LLC	2,318,934	US	TILT-A-RACK
Discount Ramps.com, LLC	5,319,960	US	GUARDIAN INDUSTRIAL PRODUCTS
Discount Ramps.com, LLC	4,915,368	US	SILVER SPRING
Discount Ramps.com, LLC	4,915,367	US	SILVER SPRING (Design)
Discount Ramps.com, LLC	5,009,630	US	SILVER SPRING
Discount Ramps.com, LLC	5,009,638	US	SILVER SPRING (Design)
Discount Ramps.com, LLC	5,299,875	US	BLACK ICE
Discount Ramps.com, LLC	5,299,884	US	BLACK ICE SNOWMOBILE PRODUCTS (DESIGN)
Discount Ramps.com, LLC	5,508,154	US	BIG BOY EZ RIZER
HD Ramps, LLC	4,273,417	US	EZ DECK STEP

Owner	Registration Number	Jurisdiction	Trademark
HD Ramps, LLC	4,835,023	US	HEAVY DUTY HD RAMPS (DESIGN)
HD Ramps, LLC	4,835,029	US	CANARAMP CR LOADING SYSTEMS (Design)
Race Ramps, LLC	4,816,931	US	RACE RAMPS
Race Ramps, LLC	4,064,949	US	RACE RAMPS
Race Ramps, LLC	3144340	US	RACE RAMPS (Stylized & Design)
Race Ramps, LLC	3116294	US	BRUTE INDUSTRIES (Stylized & Design)
Race Ramps, LLC	5078015	US	PORTABLE PIT STOP RAMP
Race Ramps, LLC	5135860	US	RAMPS THAT WORK
Race Ramps, LLC	5094563	US	CAR RAMPS THAT WORK
Race Ramps, LLC	5081496	US	BAN THE BOARD
Race Ramps, LLC	5073300	US	RAMPOLOGY
Race Ramps, LLC	5073146	US	HAPPY WRAPPER
Race Ramps, LLC	4939558	US	RETYLER RAMP
Race Ramps, LLC	4556068	US	FLATSTOPPERS
Race Ramps, LLC	4951577	US	ZOOM JACK
Race Ramps, LLC	4389883	US	TOW RAMPS

Owner	Registration Number	Jurisdiction	Trademark
Race Ramps, LLC	4401958	US	RACE ROCKS
Race Ramps, LLC	3700495	US	RACK RAMPS
Race Ramps, LLC	3626629	US	TRAILER-MATES
Race Ramps, LLC	3604704	US	SHOW RAMPS
Race Ramps, LLC	3492229	US	WHEEL CRIBS
Race Ramps, LLC	3448111	US	THE BEST WAY TO GET IT UP!
Race Ramps, LLC	3470651	US	TRAK-JAX
Elasco Products, LLC	5015932	US	ELASCO PRODUCTS
HD Ramps, LLC	6,214,371	US	HD RAMPS
Discount Ramps.com, LLC	5,760,148	US	GUARDIAN
Discount Ramps.com, LLC	5,964,926	US	KILL SHOT
Discount Ramps.com, LLC	5,975,026	US	KILL SHOT HUNTING GEAR (Design)
Discount Ramps.com, LLC	5,964,927	US	HARBOR MATE
Discount Ramps.com, LLC	5,964,928	US	HARBOR MATE (Design)
Motis Brands, Inc.	6,336,099	US	ELEVATE
Race Ramps, LLC	6,091,674	US	ROCK RAMPS
HD Ramps, LLC	4,835,029	US	CANARAMP CR LOADING SYSTEMS (Design) ¹

¹ Company intends to abandon this trademark, which is still registered until 10/20/2021.

UNITED STATES TRADEMARK APPLICATIONS:

Applicant	Application No.	Filing Date	Jurisdiction	Mark
Motis Brands, Inc.	88/433,758	5/16/2019	US	MOTIS BRANDS
Motis Brands, Inc.	88/433,888	5/16/2019	US	MOTIS BRANDS (Design)
Motis Brands, Inc.	90/572,840	3/11/2021	US	ELEVATE OUTDOOR (Design)
Motis Brands, Inc.	88/910,491	5/11/2020	US	ALUMIFOAM
Motis Brands, Inc.	90/572,842	3/11/2021	US	SILVER SPRING (Design)
Motis Brands, Inc.	90/525,524	2/11/2021	US	SHOW ROCK
Motis Brands, Inc.	88/718,427	12/16/2019	US	IBEX
Motis Brands, Inc.	88/718,435	12/16/2019	US	AXIA

NON-U.S. TRADEMARKS:

Owner	Registration Number	Jurisdiction	Trademark
Discount Ramps.com, LLC	935014	Canada	DISCOUNT RAMPS
Discount Ramps.com, LLC	011002052	European Union	DISCOUNT RAMPS
Discount Ramps.com, LLC	UK00911002052	Great Britain	DISCOUNT RAMPS (DESIGN)
Discount Ramps.com, LLC	TMA1013793	Canada	BIG BOY
Discount Ramps.com, LLC	TMA1013795	Canada	BLACK WIDOW
Discount Ramps.com, LLC	TMA1066083	Canada	SILVER SPRING
Discount Ramps.com, LLC	TMA1076617	Canada	BLACK ICE
Race Ramps, LLC	0973464	International - (IB)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Austria - (AT)	RACE RAMPS (Design)

Owner	Registration Number	Jurisdiction	Trademark
Race Ramps, LLC	0973464	Australia - (AU)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Benelux - (BX)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Switzerland - (CH)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Denmark - (DK)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	The European Union Trademark - (EM)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	France - (FR)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Great Britain - (GB)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Greece - (GR)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Hungary - (HU)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Ireland - (IE)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Israel - (IL)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Italy - (IT)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Norway - (NO)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Poland - (PL)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Portugal - (PT)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Romania - (RO)	RACE RAMPS (Design)
Race Ramps, LLC	0973464	Sweden - (SE)	RACE RAMPS (Design)

NON-U.S. TRADEMARK APPLICATIONS:

Applicant	Application No.	Filing Date	Jurisdiction	Mark
Discount Ramps.com, LLC	1,821,983	2/8/2017	CANADA	GUARDIAN

Applicant	Application No.	Filing Date	Jurisdiction	Mark
Discount Ramps.com, LLC	1946513	2/15/2019	CANADA	KILL SHOT
Discount Ramps.com, LLC	1947125	2/15/2019	CANADA	HARBOR MATE
Motis Brands, Inc.	2087714	2/25/2021	CANADA	ELEVATE