

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681670

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ABL Security Agreement
RESUBMIT DOCUMENT ID:	900647559
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dexko Global Inc.		10/04/2021	Corporation: DELAWARE
Dexter Axle Company LLC		10/04/2021	Limited Liability Company: DELAWARE
Dexter Marine Products of Georgia, LLC		10/04/2021	Limited Liability Company: DELAWARE
Quality Trailer Products LLC		10/04/2021	Limited Liability Company: DELAWARE
Redline Products, LLC		10/04/2021	Limited Liability Company: MISSOURI
Redneck, Inc.		10/04/2021	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	5840059	DEXKO
Registration Number:	5834822	DEXKO
Registration Number:	5330819	AIRFLEX
Registration Number:	4068210	AIRFLEX
Registration Number:	5576896	D
Registration Number:	5408369	DEXTER
Registration Number:	0924612	DEXTER
Registration Number:	5408370	D
Registration Number:	3709942	E-Z FLEX
Registration Number:	3859207	E-Z LUBE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5618921	GAL-DEX
Registration Number:	3659050	NEV-R-ADJUST
Registration Number:	5481729	NEV-R-LUBE
Registration Number:	2466097	NORTHERN BREEZE
Registration Number:	5330821	PREDATOR
Registration Number:	5330822	DX 2
Registration Number:	5801014	
Registration Number:	1392362	TORFLEX
Registration Number:	5593253	VENTADOME
Registration Number:	3804373	VENTLINE
Registration Number:	5921041	D DEXTER PREMIUM WARRANTY 5/10 YEARS
Registration Number:	2792369	BRAKERITE
Registration Number:	2254129	SPINDO SEAL
Registration Number:	5909857	TRAILER BUDDY
Registration Number:	5553164	THE VAULT
Registration Number:	6280371	UFP
Registration Number:	3270961	UFP
Registration Number:	2255307	DURA-FLEX
Registration Number:	1753814	Q-FLEX
Registration Number:	1753813	ULTRULUBE
Registration Number:	6120997	SMART-AXL
Registration Number:	3815081	TOW ZONE
Registration Number:	3758934	TOW ZONE
Registration Number:	5969220	TOW ASSIST
Registration Number:	4402762	RA ROCKWELL AMERICAN
Registration Number:	4402763	ROCKWELL AMERICAN
Registration Number:	6125221	POSI-LUBE
Registration Number:	4652067	KODAGUARD
Registration Number:	4525146	KODIAK
Registration Number:	4525160	KODIAK
Registration Number:	4525143	
Registration Number:	2353638	REDNECK TRAILER SUPPLIES
Registration Number:	5406192	TRAILER PARTS PRO BY REDLINE TRAILER REP
Registration Number:	1781863	REDLINE TRAILER REPAIR PARTS
Registration Number:	4881224	AERO
Registration Number:	2135013	TRAILER BUDDY
Registration Number:	2171658	POWERDYNE
Registration Number:	1899776	AERO-6000

Property Type	Number	Word Mark
Serial Number:	90300894	SILENT DRIVE

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/18/2021

Total Attachments: 12

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ABL TRADEMARK SECURITY AGREEMENT dated as of October 4, 2021 (this “Agreement”), among DexKo Global Inc., Dexter Axle Company LLC, Dexter Marine Products of Georgia, LLC, Quality Trailer Products LLC, Redneck, Inc, Redline Products, LLC (individually, the “Grantor” and collectively, the “Grantors”) and BMO HARRIS BANK N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the ABL Collateral Agreement dated as of October 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, each Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Applicable Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, solely 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 such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of a Grantor from its obligations and/or release of the Trademark Collateral under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this ABL Trademark Security Agreement with the U.S. Patent and Trademark Office.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

DEXKO GLOBAL INC., as a Grantor

By: Steven Esau
Name: Steven Esau
Title: Vice President, General Counsel and Secretary

DEXTER AXLE COMPANY LLC, as a Grantor

By: Steven Esau
Name: Steven Esau
Title: Vice President and Assistant Secretary

DEXTER MARINE PRODUCTS OF GEORGIA, LLC,
as a Grantor

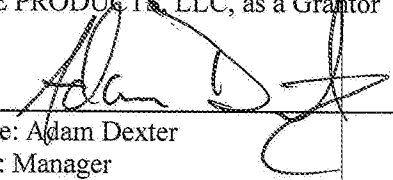
By: Steven Esau
Name: Steven Esau
Title: Vice President and Secretary

QUALITY TRAILER PRODUCTS LLC, as a Grantor

By: Steven Esau
Name: Steven Esau
Title: Vice President and Secretary

REDLINE PRODUCTS, LLC, as a Grantor

By: _____


Name: Adam Dexter
Title: Manager

REDNECK, INC., as a Grantor

By: _____

Name: Steven Esau
Title: Secretary


[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007453 FRAME: 0356

REDLINE PRODUCTS, LLC, as a Grantor

By: _____
Name: Adam Dexter
Title: Manager

REDNECK, INC., as a Grantor

By:  _____
Name: Steven Esau
Title: Secretary

BMO HARRIS BANK N.A., as Collateral Agent

By: 
Name: Brittany Malone
Title: Vice President

TRADEMARK COLLATERAL

Grantor	Registered Trademark	Serial Number	Registration Number	Registration Date
DexKo Global Inc.	DEXKO (wordmark)	87/133589	5840059	8/20/2019
DexKo Global Inc.	DEXKO (word & Design)	88300481	5834822	8/13/2019
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	Airflex (word only)	87/132853	5330819	11/7/2017
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	Airflex & Design (Logo)	85096648	4068210	12/6/2011
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	D & Triangle (Logo)	87528875	5576896	10/2/2018
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	Dexter	87132876	5408369	2/20/2018
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	Dexter	72352329	924612	11/30/1971
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	IIIID (all colors)	87132905	5408370	2/20/2018
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	E-Z FLEX	77533429	3709942	11/10/2009
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	E-Z LUBE	77826441	3859207	10/12/2010
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	GAL-DEX	87684,644	5618921	11/27/2018
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	NEV-R-ADJUST	77452103	3659050	7/21/2009
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	NEV-R-LUBE	87132927	5481729	5/29/2018

Grantor	Registered Trademark	Serial Number	Registration Number	Registration Date
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	NORTHERN BREEZE	75535520	2466097	7/3/2001
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	PREDATOR	87132931	5330821	11/7/2017
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	DX2	87132936	5330822	11/7/2017
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	Dexter Sway Control (LOGO ONLY)	87529071	5801014	7/9/2019
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	TORFLEX	73547298	1392362	5/6/1986
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	VENTADOME	87591803	5593253	10/30/2018
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	VENTLINE	77702359	3804373	6/15/2010
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	Premium Warranty 5/10 Yr. Logo	88473690	5921041	11/26/2019
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	BRAKERITE (Titan)	76359297	2792369	12/9/2003
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	SPINDO SEAL	75265811	2254129	6/15/1999
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	TRAILER BUDDY	88122454	5909857	11/12/2019
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	THE VAULT	87529132	5553164	9/4/2018

Grantor	Registered Trademark	Serial Number	Registration Number	Registration Date
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	UFP (wordmark)	88820389	6280371	3/2/2021
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	UFP design	77008708	3270961	7/31/2007
Dexter Axle Company LLC (f/o/b Industrial Axle Company LLC)	DURA-FLEX	75443873	2255307	6/22/1999
Dexter Axle Company LLC (f/o/b Industrial Axle Company LLC)	Q-FLEX	74292027	1753814	2/23/1993
Dexter Axle Company LLC (f/o/b Industrial Axle Company LLC)	ULTRULUBE	74292026	1753813	2/23/1993
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	SMART-AXL	88865346	6120997	8/4/2020
Dexter Marine Products of Georgia, LLC	Tow Zone (wordmark)	77505215	3815081	7/6/2010
Dexter Marine Products of Georgia, LLC	Tow Zone (word and Design)	77628325	3758934	3/9/2010
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	Tow Assist (wordmark)	88418359	5969220	1/21/2020
Quality Trailer Products LLC (f/o/b Quality Trailer Products, LP)	RA ROCKWELL AMERICAN (logo)	85782290	4402762	9/17/2013
Quality Trailer Products LLC (f/o/b Quality Trailer Products, LP)	ROCKWELL AMERICAN	85782336	4402763	9/17/2013
Quality Trailer Products LLC (f/o/b Quality Trailer Products, LP)	POSI-LUBE	88121583	6125221	8/11/2020

Grantor	Registered Trademark	Serial Number	Registration Number	Registration Date
Trailer Products, LP)				
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	KODAGUARD	86241392	4652067	12/9/2014
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	KODIAK	86049992	4525146	5/6/2014
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	KODIAK w/Design	86050503	4525160	5/6/2014
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	Bear design mark	86049927	4525143	5/6/2014
Redneck, Inc.	REDNECK TRAILER SUPPLIES (logo)	75722551	2353638	5/30/2000
Redline Products, LLC	TRAILER PARTS PRO (logo)	87521400	5406192	2/20/2018
Redline Products, LLC	REDLINE TRAILER REPAIR PARTS (logo)	73805637	1781863	7/13/1993
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	AERO	86648728	4881224	1/5/2016
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	TRAILER BUDDY	75125776	2135013	2/3/1998
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	POWERDYNE	75084084	2171658	7/7/1998
Dexter Axle Company LLC (f/o/b Dexter Marine Products LLC)	AERO-6000	74204166	1899776	6/13/1995

1. U.S. TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Number	Application Date
Dexter Axle Company LLC (f/o/b Dexter Axle Company)	SLIENT DRIVE	90300894 (Reg. No. 6439790)	11/5/2020