

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arnott T&P Holding, LLC		12/09/2021	Limited Liability Company:
Arnott, LLC		12/09/2021	Limited Liability Company: DELAWARE
Suspension Experts, LLC		12/09/2021	Limited Liability Company: DELAWARE
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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	4341503	ARNOTT AIR SUSPENSION PRODUCTS	
Registration Number:	4341501	A	
Registration Number:	4524623	ENGINEERED TO RIDE, BUILT TO LAST	
Registration Number:	4025184	ARNOTT INDUSTRIES	
Registration Number:	3965406	ARNOTT	
Registration Number:	3678028	ARNOTT	
Registration Number:	3751074	ARNOTT INC. AIR SUSPENSION PRODUCTS	
Registration Number:	5153823	ARNOTT MOTORCYCLE AIR SUSPENSION	
Registration Number:	5264609	ARNOTT MOTORCYCLE AIR SUSPENSION	
Registration Number:	5358299	ELEVATE YOUR RIDE.	
Registration Number:	5358300	TRUAIR	
Registration Number:	6554306	VU4	
Registration Number:	6561988	ENDO-VT	
Serial Number:	90855908	ENDO	
Serial Number:	90857360		
Serial Number:	90857545	E+HEIGHT	

CH \$790.00 4341503

Property Type	Number	Word Mark
Serial Number:	90857737	E+CONNECT
Serial Number:	90857922	E+TOUCHPAD
Registration Number:	6563135	SMART RIDE
Serial Number:	87841420	SMARTRIDE
Registration Number:	5021992	JRI SHOCKS
Registration Number:	5021993	JRI SHOCKS
Registration Number:	5021990	JRIDE
Registration Number:	5021991	JRIDE
Registration Number:	4882067	JRIDE ELECTRONICALLY DEFINE YOUR RIDE
Registration Number:	5713024	ACCUAIR
Registration Number:	4136422	GLIDE RIDE TECHNOLOGY
Registration Number:	4229646	LIVING THE DREAM
Registration Number:	3759610	THE SUSPENSION EXPERTS
Registration Number:	3365337	STRUTMASTERS
Registration Number:	3450539	EZ STRUT

CORRESPONDENCE DATA

Fax Number:

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: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	12/13/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated December 9, 2021, is made by each Person listed on the signature pages hereof as a Grantor (collectively, the “Grantors”) in favor of BMO Harris Bank N.A. (“BMO”), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Arnott, LLC, a Delaware limited liability company (the “Borrower”), Arnott Intermediate, LLC, a Delaware limited liability company (“Holdings”), each Lender party thereto from time to time and BMO, as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”) and (ii) each agreement relating to Credit Product Arrangements. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to Issue Letters of Credit for the respective accounts of the Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement and the Credit Product Providers have agreed to enter into and/or maintain Credit Product Arrangements, on the terms and conditions set forth in the Credit Agreement or in such agreements relating to Credit Product Arrangements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Issuers to issue Letters of Credit and the obligation of the Credit Product Provider to enter into and/or maintain such Credit Product Arrangements, each Grantor has executed and delivered that certain Security Agreement dated as of December 9, 2021 (or a supplement thereto), made by the Grantors and the other grantors party thereto to the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in, to and under any and all of the following assets and properties, whether 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 (collectively, the “Trademark Collateral”): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and

recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world, (f) all rights to sue for past, present and future infringements or dilutions thereof, and (g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, Trademark Collateral shall not include and in no event shall any security interest be granted in or attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

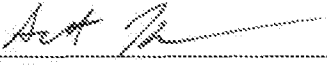
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ARNOTT T&P HOLDING, LLC, Grantor

By: 

Name: Scott Hoffman

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007518 FRAME: 0471

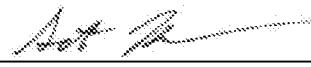
ARNOTT, LLC, Grantor

By: _____

Name: Scott Hoffman

Title: Chief Financial Officer

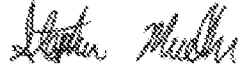
SUSPENSION EXPERTS, LLC, Grantor

By: _____

Name: Scott Hoffman

Title: Chief Financial Officer

BMO HARRIS BANK N.A.,
as Collateral Agent and Grantee

By:  _____

Name: Stephen Mueller


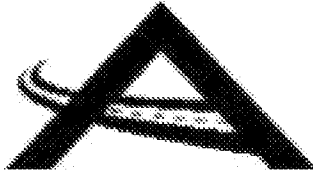



Title: Director


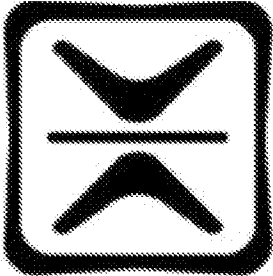



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE A

UNITED STATES TRADEMARKS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Record Owner
USA		4341503	5-28-2013	Arnot T&P Holding, LLC
USA		4341501	5-28-2013	Arnot T&P Holding, LLC
USA	ENGINEERED TO RIDE, BUILT TO LAST	4524623	5-6-2014	Arnot T&P Holding, LLC
USA	ARNOTT INDUSTRIES	4025184	9-13-2011	Arnot T&P Holding, LLC
USA	ARNOTT	3965406	5-24-2011	Arnot T&P Holding, LLC
USA	ARNOTT (stylized font)	3678028	9-1-2009	Arnot T&P Holding, LLC
USA		3751074	2-23-2010	Arnot T&P Holding, LLC
USA		5153823	3-7-2017	Arnot T&P Holding, LLC
USA		5264609	8-15-2017	Arnot T&P Holding, LLC
USA	ELEVATE YOUR RIDE.	5358299	12-19-2017	Arnot T&P Holding, LLC

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Record Owner
USA	TruAIR	5358300	12-19-2017	Arnott T&P Holding, LLC
USA	VU4	6554306	11-9-2021	Arnott T&P Holding, LLC
USA	ENDO-VT	6561988	11-16-2021	Arnott T&P Holding, LLC
USA	ERIDE	(90/762162)	(6-8-2021)	Arnott T&P Holding, LLC
USA		(90/855908)	(7-29-2021)	Arnott T&P Holding, LLC
USA		(90/857360)	(7-30-2021)	Arnott T&P Holding, LLC
USA	E+HEIGHT	(90/857545)	(7-30-2021)	Arnott T&P Holding, LLC
USA	E+CONNECT	(90/857737)	(7-30-2021)	Arnott T&P Holding, LLC
USA	E+TOUCHPAD	(90/857922)	(7-30-2021)	Arnott T&P Holding, LLC
USA		(90/053728)	(7-15-2020)	Arnott T&P Holding, LLC
USA		5264609	8-15-2017	Arnott T&P Holding, LLC
USA	SMART RIDE	6563135	11-16-2021	Arnott, LLC
USA		(87/841420)	(3-20-2018)	Arnott, LLC

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Record Owner
USA	JRI SHOCKS	5021992	8-16-2016	Arnott T&P Holding, LLC ¹
USA		5021993	8-16-2016	Arnott T&P Holding, LLC ²
USA	JRIDE	5021990	8-16-2016	Arnott T&P Holding, LLC ³
USA		5021991	8-16-2016	Arnott T&P Holding, LLC ⁴
USA		4882067	1-5-2016	Arnott T&P Holding, LLC ⁵
USA	ACCUAIR	5713024	4-2-2019	Arnott, LLC
California	ACCUAIR	303234	8-24-2018	Arnott, LLC ⁶
USA	GLIDE RIDE TECHNOLOGY	4136422	5-1-2012	Suspension Experts, LLC
USA	LIVING THE DREAM	4229646	10-23-2012	Suspension Experts, LLC
USA	THE SUSPENSION EXPERTS	3759610	3-9-2010	Suspension Experts, LLC
USA	STRUTMASTERS	3365337	1-8-2008	Suspension Experts, LLC
USA	EZ STRUT	3450539	6-17-2008	Suspension Experts, LLC

¹ JRI Shocks, LLC assigned this mark to Arnott Performance, LLC on 11/9/21. Arnott Performance, LLC further assigned this mark to Arnott T&P Holding, LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

² JRI Shocks, LLC assigned this mark to Arnott Performance, LLC on 11/9/21. Arnott Performance, LLC further assigned this mark to Arnott T&P Holding, LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

³ JRI Shocks, LLC assigned this mark to Arnott Performance, LLC on 11/9/21. Arnott Performance, LLC further assigned this mark to Arnott T&P Holding, LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

⁴ JRI Shocks, LLC assigned this mark to Arnott Performance, LLC on 11/9/21. Arnott Performance, LLC further assigned this mark to Arnott T&P Holding, LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

⁵ JRI Shocks, LLC assigned this mark to Arnott Performance, LLC on 11/9/21. Arnott Performance, LLC further assigned this mark to Arnott T&P Holding, LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

⁶ The Borrower purchased this mark through Chapter 7 bankruptcy of Accuair Control Systems, LLC. The mark was assigned to Arnott, LLC on 9/9/20. The chain of title has not yet been updated to reflect this acquisition.