

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM718753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mustang Motorcycle Products, LLC		04/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Cadence Bank		
Street Address:	1333 West Loop South		
Internal Address:	Suite 1800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5009166	REVERE	
Registration Number:	4664224	MUSTANG	
Registration Number:	4649647	MUSTANG	
Registration Number:	2162359	MUSTANG	
Registration Number:	1882054	MUSTANG	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2128502874		
Email:	MieshaHollingsworth@huntonak.com		
Correspondent Name:	Hunton AK LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	52nd Floor		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Gregory I. porter		
SIGNATURE:	/Gregory L. Porter/		
DATE SIGNED:	04/04/2022		

CH \$140.00 5009166

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 1, 2022 (this "Agreement"), is made and entered into by and between Mustang Motorcycle Products, LLC, a Delaware limited liability company (the "Grantor"), and Cadence Bank (the "Lender").

RECITALS:

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 1, 2022 (the "Credit Agreement"), among the Grantor, Mustang Motorcycle Holdings, LLC, a Delaware limited liability company, as a guarantor thereunder, and together with the other guarantors party thereto (the "Guarantors") and the Lender, the Lender has agreed to make Loans to and make other extensions of credit on behalf of the Grantor (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, certain other grantors party thereto and the Lender, the Grantor has agreed to grant in favor of the Lender a perfected security interest in, and the Lender has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;
- (ii) all renewals of trademark and service mark registrations;
- (iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Excluded Property (including any of the Grantor's rights or interests in any license, contract or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which the Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect).

The Grantor further acknowledges that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral 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. To the extent there are any conflicts or inconsistencies between this Agreement and the Credit Agreement or the Security Agreement, the provisions of the Credit Agreement or Security Agreement (as applicable) shall control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

MUSTANG MOTORCYCLE PRODUCTS, LLC

By: William S. Brame





Name: William S. Brame

Title: Authorized Person

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007679 FRAME: 0358

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS**

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name
REVERE	United States	86/628,263	13-MAY-2015	5,009,166	26-JUL-2016	12	MUSTANG MOTORCYCLE PRODUCTS, LLC
MUSTANG& DESIGN 	United States	85/780,714	15-NOV-2012	4,664,224	30-DEC-2014	12	MUSTANG MOTORCYCLE PRODUCTS, LLC
MUSTANG & DESIGN 	United States	85/733,420	19-SEP-2012	4,649,647	02-DEC-2014	12	MUSTANG MOTORCYCLE PRODUCTS, LLC
MUSTANG & DESIGN 	United States	74/707,643	28-JUL-1995	2,162,359	02-JUN-1998	12	MUSTANG MOTORCYCLE PRODUCTS, LLC
MUSTANG& DESIGN 	United States	74/449,089	21-OCT-1993	1,882,054	07-MAR-1995	12	MUSTANG MOTORCYCLE PRODUCTS, LLC
REVERE	Canada	1,754,367	12-NOV-2015	TMA961370	30-JAN-2017	12	MUSTANG MOTORCYCLE PRODUCTS, LLC

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name
MUSTANG & DESIGN 	Canada	1,720,667	24-MAR-2015	TMA953697	28-OCT-2016	12	MUSTANG MOTORCYCLE PRODUCTS, LLC
MUSTANG & DESIGN 	Canada	1,720,666	24-MAR-2015	TMA949320	14-SEP-2016	12	MUSTANG MOTORCYCLE PRODUCTS, LLC
MUSTANG & DESIGN 	Canada	1,207,912	01-MAR-2004	TMA703131	14-DEC-2007	12,18	MUSTANG MOTORCYCLE PRODUCTS, LLC
MUSTANG & DESIGN 	EU	010274116	09-SEP-2011	010274116	30-JAN-2012	12	MUSTANG MOTORCYCLE PRODUCTS, LLC