

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DV8, LLC		01/27/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86596581	DV8 OFFROAD	
Serial Number:	90051758	ORWORKS	
Serial Number:	90318425	OR-FAB	
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>			
Email:	Katrina.Balasko@quarles.com, Andrew.Dupree@quarles.com		
Correspondent Name:	Katrina Balasko at Quarles & Brady LLP		
Address Line 1:	411 East Wisconsin Avenue, Suite 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202-4428		
NAME OF SUBMITTER:	Katrina Balasko		
SIGNATURE:	/Katrina Balasko/		
DATE SIGNED:	04/05/2022		
Total Attachments: 5			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

This Confirmatory Grant of Security Interest in United States Trademarks and Patents (the “Confirmatory Grant”), is made as of January 27, 2022, by and between DV8, LLC, a California limited liability company (the “Company”), whose principal address is 6400 Sycamore Canyon Blvd., Suite A, Riverside, California 92507, and WESTERN ALLIANCE BANK, as Administrative Agent for the Secured Parties whose principal address is One East Washington Street, Phoenix, Arizona 85004 (the “Agent”).

WHEREAS, the Company and Agent, as Administrative Agent for the Secured Parties, have entered into a General Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Company has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all of the Company’s personal property and assets;

WHEREAS, the Company is the owner of the trademarks and the goodwill of the business in connection therewith (the “Trademarks”) and the patents (the “Patents”) listed on Exhibit A attached hereto, which Trademarks and Patents are issued or pending with the United States Patent and Trademark Office (in the case of pending Trademarks only those are included for which a statement of use has been filed and accepted by the United States Patent and Trademark Office); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted by the Company to the Agent, for the benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, pursuant to the Security Agreement. This Confirmatory Grant shall remain in effect until the termination of the Security Agreement. Upon such termination, the Agent shall promptly, at the expense of the Company, execute, acknowledge, and deliver to the Company an

instrument in writing in recordable form releasing the lien on and security interest in the Trademarks and Patents under this Confirmatory Grant.

(b) The Company hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the right, title and interest of the Company in and to the Trademarks and Patents set forth in Exhibit A now owned or hereafter acquired by the Company, together with (1) all proceeds and products of the Trademarks and Patents, (2) the goodwill associated with the Trademarks and Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademarks and Patents or unfair competition regarding the same.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has executed this Confirmatory Grant effective as of the above-indicated date.

COMPANY:

DV8, LLC, a California limited liability company

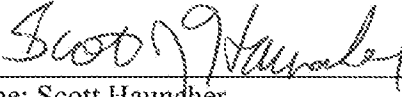
By: 
Name: Scott Haungher
Title: Vice President

EXHIBIT A
TRADEMARKS AND PATENTS

A. TRADEMARKS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
DV8, LLC	86596581	4884619	April 14, 2015	January 12, 2016	United States
DV8, LLC	90051758	--	July 14, 2020	--	United States
DV8, LLC	90318425	6454016	November 13, 2020	August 17, 2021	United States

B. PATENTS

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
DV8, LLC	D717,216	29/450,064	November 11, 2014	March 15, 2013
DV8, LLC	D496621	29/195,546	September 28, 2004	December 12, 2003
DV8, LLC	D688187	29/447,339	March 1, 2013	August 20, 2013
DV8, LLC	D785523	29/543,226	May 2, 2017	October 22, 2015
DV8, LLC	D781193	29/543,227	March 14, 2017	October 22, 2015
DV8, LLC	D785522	29/553,695	May 2, 2017	February 3, 2016
DV8, LLC	D790418	29/553,699	June 27, 2017	February 3, 2016
DV8, LLC	D803129	29/553,700	November 21, 2017	February 3, 2016
DV8, LLC	D806630	29/553,701	January 2, 2018	February 3, 2016
DV8, LLC	D792826	29/554,347	July 25, 2017	February 10, 2016
DV8, LLC	D792817	29/561,507	July 25, 2017	April 15, 2016
DV8, LLC	D793305	29/561,641	August 1, 2017	April 18, 2016
DV8, LLC	D795142	29/561,508	August 22, 2017	April 15, 2016
DV8, LLC	D792818	29/561,509	July 25, 2017	April 15, 2016
DV8, LLC	D793304	29/561,510	August 1, 2017	April 15, 2016
DV8, LLC	D794519	29/561,644	August 15, 2017	April 18, 2016
DV8, LLC	D789258	29/561,511	June 13, 2017	April 15, 2016
DV8, LLC	D801252	29/584,994	October 31, 2017	November 18, 2016
DV8, LLC	D926,093	29/639,504	July 27, 2021	March 6, 2018
DV8, LLC	D870,621	29/639,505	December 24, 2019	March 6, 2018
DV8, LLC	Pending	29/645,260	Pending	April 24, 2018
DV8, LLC	D907,551	29/677,969	January 12, 2021	January 24, 2019
DV8, LLC	D889,338	29/677,971	July 7, 2020	January 24, 2019
DV8, LLC	D928,678	29/677,974	August 24, 2021	January 24, 2019
DV8, LLC	D883,162	29/677,975	May 5, 2020	January 24, 2019
DV8, LLC	D883,157	29/677,976	May 5, 2020	January 24, 2019
DV8, LLC	D883,158	29/677,977	May 5, 2020	January 24, 2019
DV8, LLC	D883,163	29/677,978	May 5, 2020	January 24, 2019
DV8, LLC	D883,164	29/677,979	May 5, 2020	January 24, 2019
DV8, LLC	D883,167	29/677,981	May 5, 2020	January 24, 2019

DV8, LLC	D913,575	29/677,982	March 16, 2021	January 24, 2019
DV8, LLC	D896,717	29/677,983	September 22, 2020	January 24, 2019
DV8, LLC	D885,303	29/677,984	May 26, 2020	January 24, 2019

Patent License Agreement dated as of May 1, 2017 by and between Philips Lighting Holding B.V. and Rev Wheel, LLC d/b/a "DV8 Offroad".