

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKID STEER SOLUTIONS, LLC		12/23/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association, as Agent		
Street Address:	Fifth Third Center, 38 Fountain Square		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5259767	ESSENTIAL EQUIPMENT	
Registration Number:	4920630	ETERRA	
Registration Number:	4794187	ETERRA	
Registration Number:	3717938	SKID STEER SOLUTIONS	
Serial Number:	90378629	SSB SKID STEER BASICS	
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:	18888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	03/21/2022		
Total Attachments: 6			

OP \$140.00 5259767

source=2 Skid Steer Trademark Cover#page1.tif

source=2 Skid Steer Trademark Cover#page2.tif

source=2 Skid Steer Trademark Cover#page3.tif

source=2 Skid Steer Trademark Cover#page4.tif

source=2 Skid Steer Trademark Cover#page5.tif

source=2 Skid Steer Trademark Cover#page6.tif

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of December, 2021, SKID STEER SOLUTIONS, LLC, a Washington limited liability company (the “*Debtor*”), with its principal place of business and mailing address at 2316 East Bakerview Road, Bellingham, WA, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, National Association (“*Fifth Third*”), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of November 8, 2021, among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKID STEER SOLUTIONS, LLC

By W. R. Aiken

Name: Russ Aiken

Title: Vice President and Secretary

Accepted and agreed to as of the date and year last above written.



FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By Ross H. Flory
Name Ross H. Flory
Title SVP, Senior Relationship Mgr

[Signature Page to Trademark Collateral Agreement (Titan-Skid Steer)]

TRADEMARK
REEL: 007686 FRAME: 0858

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

Mark	Serial No. Filing Date	Reg. No. Reg. Date
Essential Equipment	87/259,640 December 6, 2016	5,259,767 August 8, 2017
Eterra	86/490,765 December 26, 2014	4,920,630 March 22, 2016
	86/490,780 December 26, 2014	4,794,187 August 18, 2015
Skid steer Solutions	77/690,674 March 13, 2009	3,717,938 December 1, 2009
	90/378,629 December 13, 2020	n/a