

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROGRESS MFG. LLC		05/31/2022	Limited Liability Company: DELAWARE
THE EXPEDITER, LLC		05/31/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue, 8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1991275	EQUAL-I-ZER
Registration Number:	2727139	4 POINT SWAY CONTROL
Registration Number:	3040496	
Registration Number:	3226705	4 POINT SWAY CONTROL
Registration Number:	3058199	FASTWAY
Registration Number:	5462141	E2
Registration Number:	4718257	INTEGRATED SWAY CONTROL
Registration Number:	3032748	TRAILER PRO
Serial Number:	97312112	FLASH

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

OP \$240.00 1991275

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: 05/31/2022

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of May 31, 2022 (this “Agreement”), among PROGRESS MFG. LLC, THE EXPEDITER, LLC (each a “Grantor” and collectively, the “Grantors”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the First Lien 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.

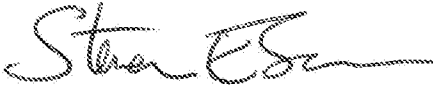
SECTION 7. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this First Lien Trademark Security Agreement with the U.S. Patent and Trademark Office.

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

PROGRESS MFG. LLC, as Grantor

By: Dexter Axle Company LLC, its sole member

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

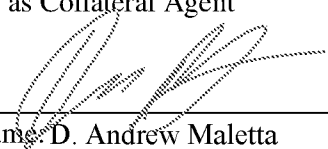
THE EXPEDITER, LLC, as Grantor

By: Dexter Axle Company, LLC, its sole member

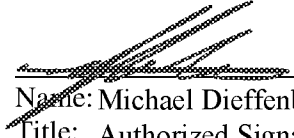
By: 
Name: Steven Esau
Title: Vice President and Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By:

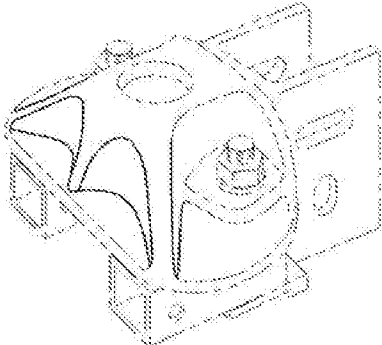


Name: D. Andrew Maletta
Title: Authorized Signatory

By:


Name: Michael Dieffenbacher
Title: Authorized Signatory

TRADEMARK COLLATERAL

U.S. TRADEMARK REGISTRATIONS

Grantor	Registered Trademark	Serial Number	Registration Number	Registration Date
Progress Mfg. LLC	EQUAL-I-ZER	74713641	1991275	08/06/1996
Progress Mfg. LLC	4 POINT SWAY CONTROL (and Design)	78097084	2727139	06/17/2003
Progress Mfg. LLC	Design Configuration of the wing portion of a hitch head. 	78429768	3040496	01/10/2006
Progress Mfg. LLC	4 POINT SWAY CONTROL	78573196	3226705	04/10/2007
Progress Mfg. LLC	FASTWAY	78368277	3058199	02/07/2006
Progress Mfg. LLC	E2	87412585	5462141	05/08/2018
Progress Mfg. LLC	INTEGRATED SWAY CONTROL	85918073	4718257	04/07/2015
The Expediter, LLC		78112435	3032748	12/20/2005

U.S. TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Number	Application Date
Progress Mfg. LLC (f/o/b Progress Mfg. Inc.)	FLASH	97312112	03/15/2022