

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Motis Brands, Inc.		05/20/2022	Corporation: DELAWARE
Race Ramps, LLC		05/20/2022	Limited Liability Company: DELAWARE
Discount Ramps.Com, LLC		05/20/2022	Limited Liability Company: WISCONSIN
HD Ramps, LLC		05/20/2022	Limited Liability Company: WISCONSIN
Elasco Products, LLC		05/20/2022	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>Internal Address:</b>	Attention: Motis Account Manager		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 49</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4349263	RAGE POWERSPORTS	
<b>Registration Number:</b>	3555908	BIG BOY	
<b>Registration Number:</b>	3429772	BLACK WIDOW	
<b>Registration Number:</b>	4192958	DISCOUNT RAMPS	
<b>Registration Number:</b>	5232914	SILVER SPRING	
<b>Registration Number:</b>	5232915	SILVER SPRING	
<b>Registration Number:</b>	2318934	TILT-A-RACK	
<b>Registration Number:</b>	5319960	GUARDIAN INDUSTRIAL PRODUCTS	
<b>Registration Number:</b>	4915368	SILVER SPRING	
<b>Registration Number:</b>	4915367	SILVER SPRING	
<b>Registration Number:</b>	5009630	SILVER SPRING	
<b>Registration Number:</b>	5009638	SILVER SPRING	
		<b>TRADEMARK</b>	

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	5299875	BLACK ICE
<b>Registration Number:</b>	5299884	BLACK ICE SNOWMOBILE PRODUCTS
<b>Registration Number:</b>	5508154	BIG BOY EZ RIZER
<b>Registration Number:</b>	4273417	EZ DECK STEP
<b>Registration Number:</b>	4835023	HEAVY DUTY HD RAMPS
<b>Registration Number:</b>	4835029	CANARAMP CR LOADING SYSTEMS
<b>Registration Number:</b>	4816931	RACE RAMPS
<b>Registration Number:</b>	4064949	RACE RAMPS
<b>Registration Number:</b>	3144340	RACE RAMPS
<b>Registration Number:</b>	3116294	BRUTE INDUSTRIES
<b>Registration Number:</b>	5078015	PORTABLE PIT STOP RAMP
<b>Registration Number:</b>	5135860	RAMPS THAT WORK
<b>Registration Number:</b>	5094563	CAR RAMPS THAT WORK
<b>Registration Number:</b>	5081496	BAN THE BOARD
<b>Registration Number:</b>	5073300	RAMPOLOGY
<b>Registration Number:</b>	5073146	HAPPY WRAPPER
<b>Registration Number:</b>	4939558	RETYLER RAMP
<b>Registration Number:</b>	4556068	FLATSTOPPERS
<b>Registration Number:</b>	4951577	ZOOM JACK
<b>Registration Number:</b>	4389883	TOW RAMPS
<b>Registration Number:</b>	4401958	RACE ROCKS
<b>Registration Number:</b>	3700495	RACK RAMPS
<b>Registration Number:</b>	3626629	TRAILER-MATES
<b>Registration Number:</b>	3604704	SHOW RAMPS
<b>Registration Number:</b>	3492229	WHEEL CRIBS
<b>Registration Number:</b>	3448111	THE BEST WAY TO GET IT UP!
<b>Registration Number:</b>	3470651	TRAK-JAX
<b>Registration Number:</b>	5015932	ELASCO PRODUCTS
<b>Registration Number:</b>	6214371	HD RAMPS
<b>Registration Number:</b>	5760148	GUARDIAN
<b>Registration Number:</b>	5964926	KILL SHOT
<b>Registration Number:</b>	5975026	KILL SHOT HUNTING GEAR
<b>Registration Number:</b>	5964927	HARBOR MATE
<b>Registration Number:</b>	5964928	HARBOR MATE MARINE ACCESSORIES
<b>Registration Number:</b>	6336099	ELEVATE
<b>Registration Number:</b>	6091674	ROCK RAMPS
<b>Serial Number:</b>	90525524	SHOW ROCK

**CORRESPONDENCE DATA****Fax Number:** 6175236850*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:** 617-523-2700**Email:** susan.dinicola@hkllaw.com,rachel.fink@hkllaw.com**Correspondent Name:** Holland & Knight LLP**Address Line 1:** 10 St. James Avenue**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
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<b>SIGNATURE:</b>	/Susan C. DiNicola/
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<b>DATE SIGNED:</b>	06/01/2022
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**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 20, 2022, is made among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for certain Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Each Grantor has executed and delivered a Guarantee and Collateral Agreement, dated of even date herewith, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Each Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or Credit Agreement referred to therein, as applicable.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any Excluded Property, including any "intent to use" Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection

with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any existing Trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

6. Termination. At such time as the Secured Obligations have been Paid in Full, the Trademark Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, Agent shall execute and deliver to the Grantors such filings and documents as the Grantors shall reasonably request to evidence such termination.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

8. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:


MOTIS BRANDS, INC.  
RACE RAMPS, LLC  
DISCOUNT RAMPS.COM, LLC  
HD RAMPS, LLC  
ELASCO PRODUCTS, LLC

By: 

Name: David Buslee

Title: Chief Financial Officer

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
By: Kimberly Trick (May 18, 2022 12:31 CST)  
Name: Kimberly Trick  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**RECORDED: 06/01/2022**

**TRADEMARK**  
**REEL: 007740 FRAME: 0463**