

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RB Distribution, Inc.		10/04/2022	Corporation: PENNSYLVANIA
Super ATV, LLC		10/04/2022	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	900 W Trade Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90555906	DIESEL DECODER	
<b>Serial Number:</b>	90642995	DRIVING NEW SOLUTIONS	
<b>Serial Number:</b>	86166960	A ASSAULT INDUSTRIES	
<b>Serial Number:</b>	87532394	BLACK OPS SERIES	
<b>Serial Number:</b>	90632219	BOUNTY SERIES	
<b>Serial Number:</b>	87196497	BUILT FOR BATTLE	
<b>Serial Number:</b>	87951152	DEPTH FINDER	
<b>Serial Number:</b>	90526247	DUAL IDLER	
<b>Serial Number:</b>	87573021	DUX	
<b>Serial Number:</b>	87572996	DUX	
<b>Serial Number:</b>	88558534	EZ STEER	
<b>Serial Number:</b>	87505198	FLASH, GAS, AND GO	
<b>Serial Number:</b>	88630043	FLEXSHAFT	
<b>Serial Number:</b>	87206637	GDP GEAR DRIVEN PERFORMANCE	
<b>Serial Number:</b>	97257011	HYDROSTEER	
<b>Serial Number:</b>	86082648	INTIMIDATOR	
<b>Serial Number:</b>	87505002	POWER TO THE GROUND	
<b>Serial Number:</b>	87206575	RACKBOSS	

OP \$790.00 90555906

Property Type	Number	Word Mark
Serial Number:	97171112	READY FIT
Serial Number:	87196003	REV1
Serial Number:	78748177	ROCKCRUSHER
Serial Number:	97056313	S
Serial Number:	97152893	SANDCAT
Serial Number:	87700971	SUPER ATV
Serial Number:	87678027	SUPER ATV.COM
Serial Number:	87633018	SUPERATV
Serial Number:	88569454	SWIFTRAC
Serial Number:	97307234	WARRIOR TIRES
Serial Number:	88858867	XR OPTIC
Serial Number:	90681096	ASSASSINATOR
Serial Number:	90681091	TERMINATOR

**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

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	10/05/2022

**Total Attachments: 8**

- source=07. Project Sinatra - Trademark Security Agreement [Executed]#page1.tif
- source=07. Project Sinatra - Trademark Security Agreement [Executed]#page2.tif
- source=07. Project Sinatra - Trademark Security Agreement [Executed]#page3.tif
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- source=07. Project Sinatra - Trademark Security Agreement [Executed]#page5.tif
- source=07. Project Sinatra - Trademark Security Agreement [Executed]#page6.tif
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- source=07. Project Sinatra - Trademark Security Agreement [Executed]#page8.tif

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of October 4, 2022, by and among RB DISTRIBUTION, INC. and SUPER ATV, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

**WITNESSETH:**

WHEREAS, the Pledgors are party to a Collateral Agreement dated as of August 10, 2021, as amended by Joinder No.1 to the Collateral Agreement dated as of October 4, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement or Credit Agreement and used herein have the meaning given to them in the Collateral Agreement or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), each Pledgor hereby grants and pledges to the Administrative Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in all of its right, title and interest in all the Trademarks (other than as included in the Excluded Property) of such Pledgor, including those listed on Schedule I hereto.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement and Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement or Credit Agreement, the provisions of the Collateral Agreement or Credit Agreement, as applicable, shall control.

SECTION 4. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with, the laws of the State of New York.

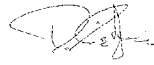
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RB DISTRIBUTION, INC.



By: \_\_\_\_\_

Name: David Hession

Title: Senior Vice President, Chief Financial  
Officer & Treasurer

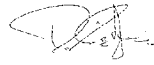
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007872 FRAME: 0052**

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SUPER ATV, LLC



By: \_\_\_\_\_

Name: David Hession

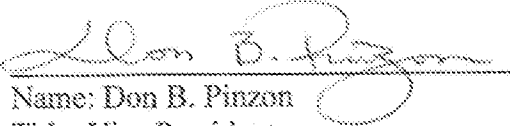
Title: Senior Vice President & Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007872 FRAME: 0053**

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Don B. Pinzon  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007872 FRAME: 0054**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations and Applications:**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	RB Distribution, Inc.	DIESEL DECODER & Design	90555906	03/02/2021	6681060	03/22/2022
2.	RB Distribution, Inc.	DRIVING NEW SOLUTIONS	90642995	04/13/2021	6840749	09/06/2022
3.	Super ATV, LLC	A ASSAULT INDUSTRIES & Design	86166960	01/16/2014	4612833	09/30/2014
4.	Super ATV, LLC	BLACK OPS SERIES	87532394	07/18/2017	5835317	08/13/2019
5.	Super ATV, LLC	BOUNTY SERIES	90632219	04/08/2021		
6.	Super ATV, LLC	BUILT FOR BATTLE	87196497	10/07/2016	5344231	11/28/2017
7.	Super ATV, LLC	DEPTH FINDER	87951152	06/06/2018	5962372	01/14/2020
8.	Super ATV, LLC	DUAL IDLER	90526247	02/12/2021	6714753	04/26/2022
9.	Super ATV, LLC	DUX	87573021	08/17/2017	5517234	07/17/2018
10.	Super ATV, LLC	DUX & Design	87572996	08/17/2017	5694443	03/12/2019
11.	Super ATV, LLC	EZ STEER	88558534	08/01/2019	6116600	08/04/2020
12.	Super ATV, LLC	FLASH, GAS, AND GO	87505198	06/26/2017	5868879	09/24/2019
13.	Super ATV, LLC	FLEXSHAFT	88630043	09/25/2019	6155014	09/15/2020
14.	Super ATV, LLC	GDP GEAR DRIVEN PERFORMANCE	87206637	10/18/2016	5344303	11/28/2017
15.	Super ATV, LLC	HYDROSTEER	97257011	02/08/2022		
16.	Super ATV, LLC	INTIMIDATOR	86082648	10/04/2013	6789713	07/12/2022
17.	Super ATV, LLC	POWER TO THE GROUND	87505002	06/26/2017	6775074	06/28/2022
18.	Super ATV, LLC	RACKBOSS	87206575	10/18/2016	5315016	10/24/2017
19.	Super ATV, LLC	READY FIT	97171112	12/14/2021		
20.	Super ATV, LLC	REV1 & Design	87196003	10/07/2016	5530904	07/31/2018
21.	Super ATV, LLC	ROCKCRUSHER	78748177	11/07/2005	3224422	04/03/2007



	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
22.	Super ATV, LLC	S & Design	97056313	10/01/2021		
23.	Super ATV, LLC	SANDCAT	97152893	12/02/2021		
24.	Super ATV, LLC	SUPER ATV	87700971	11/29/2017	5668368	02/05/2019
25.	Super ATV, LLC	SUPER ATV.COM	87678027	11/09/2017	5978695	02/04/2020
26.	Super ATV, LLC	SUPERATV	87633018	10/04/2017	5668268	02/05/2019
27.	Super ATV, LLC	SWIFTRAC	88569454	08/07/2019	6116649	08/04/2020
28.	Super ATV, LLC	WARRIOR TIRES & Design	97307234	03/11/2022		
29.	Super ATV, LLC	XR OPTIC	88858867	04/03/2020	6404690	06/29/2021
30.	SuperATV, LLC	ASSASSINATOR	90681096	04/29/2021	6608430	01/04/2022
31.	SuperATV, LLC	TERMINATOR	90681091	04/29/2021		