

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782588

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement Supplement
RESUBMIT DOCUMENT ID:	900738098

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gates Corporation		12/09/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	97620271	G-FORCE WORKHORSE
Serial Number:	97291392	DESIGN POWER
Serial Number:	97282382	ECO-INNOVATION
Serial Number:	97282375	CDX:BLACK
Serial Number:	97109324	THERMALPRO
Serial Number:	90477872	LEAD MACHINE
Serial Number:	90495142	PROTECT THE RIDE
Serial Number:	90065089	E-START
Serial Number:	88692907	CORTEX
Serial Number:	88693840	GC20
Serial Number:	88886840	XTREME V-FORCE
Serial Number:	88007524	COOLRUNNER
Serial Number:	88693838	GC20R
Serial Number:	88906899	GATESCONNECT
Serial Number:	88812853	G-FORCE REDLINE
Serial Number:	88117401	GMV
Serial Number:	88089547	MXG
Serial Number:	88144524	GATES

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Property Type	Number	Word Mark
Serial Number:	88141564	GATES
Serial Number:	87695008	DRIVEN BY POSSIBILITY
Serial Number:	87954020	MXT
Serial Number:	87804888	PRO
Serial Number:	87468659	MULTI MASTER
Serial Number:	87444822	EMPOWERING CREATORS
Serial Number:	87222256	BIRD
Serial Number:	86773794	EBIKE
Serial Number:	86197987	QUICK-LINK
Serial Number:	86450022	ECRIMP
Serial Number:	86456130	
Serial Number:	86233157	VOLT
Serial Number:	86595027	CHAIN
Serial Number:	86525315	ULTRABRASION
Serial Number:	86972703	G-FORCE
Serial Number:	86760065	
Serial Number:	86722911	CDX:EXP
Serial Number:	86440177	INSPECT 60 - K - REPLACE 90 - K -
Serial Number:	86365595	C S
Serial Number:	86365507	CENTURY
Serial Number:	86083379	MARINE MASTER

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

NAME OF SUBMITTER: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 01/26/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Security Agreement Supplement, dated as of December 9, 2022 (the “**Agreement**”) by Gates Corporation (the “**Grantor**”), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of July 3, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in accordance with the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of the Security Agreement to execute this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademarks with respect to which applications for registration are pending of such Grantor listed on Schedule I attached hereto (the “**Additional Trademark Collateral**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

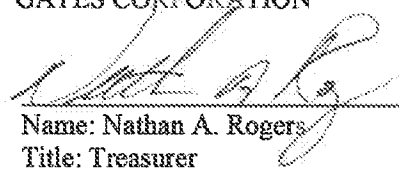
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature 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.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of the Intercreditor Agreements. In the event of any conflict or inconsistency between the terms of this Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

GATES CORPORATION

By:


Name: Nathan A. Rogers

Title: Treasurer

[Gates - Signature Page to IPSA]

TRADEMARK
REEL: 007957 FRAME: 0717

CITIBANK, N.A., as Collateral Agent

By: Michelle Pratt
Name: Michelle Pratt
Title: Vice President

[Gates – Signature Page to IPSA]

TRADEMARK
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SCHEDULE I

Trademarks

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Gates Corporation No Assignment recorded	G-FORCE WORKHORSE	97620271	October 5, 2022		
2.	Gates Corporation No Assignment recorded	DESIGN POWER	97291392	March 2, 2022		
3.	Gates Corporation No Assignment recorded	ECO-INNOVATION	97282382	February 24, 2022		
4.	Gates Corporation No Assignment recorded	CDX:BLACK	97282375	February 24, 2022		
5.	Gates Corporation No Assignment recorded	THERMALPRO	97109324	November 4, 2021		
6.	Gates Corporation No Assignment recorded	LEAD MACHINE	90477872	January 20, 2021	6770740	<u>June 28, 2022</u>
7.	Gates Corporation No Assignment recorded	PROTECT THE RIDE	90495142	January 28, 2021	6742556	<u>May 31, 2022</u>
8.	Gates Corporation No Assignment recorded	E-START	90065089	July 21, 2020	6521919	<u>October 12, 2021</u>
9.	Gates Corporation No Assignment recorded	CORTEX	88692907	November 14, 2019		
10.	Gates Corporation No Assignment recorded	GC20	88693840	November 15, 2019	6847124	<u>September 13, 2022</u>
11.	Gates Corporation No Assignment recorded	XTREME V-FORCE	88886840	April 24, 2020	6768692	<u>June 21, 2022</u>
12.	Gates Corporation No Assignment recorded	COOLRUNNER	88007524	June 20, 2018	6672412	<u>March 15, 2022</u>
13.	Gates Corporation No Assignment recorded	GC20R	88693838	November 15, 2019	6667313	<u>March 08, 2022</u>
14.	Gates Corporation No Assignment recorded	GATESCONNECT	88906899	<u>May 08,</u> <u>2020</u>	6629853	<u>January 25, 2022</u>

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
15.	Gates Corporation No Assignment recorded	G-FORCE REDLINE	88812853	February 27, 2020	6147298	<u>September 08, 2020</u>
16.	Gates Corporation No Assignment recorded	GMV	88117401	September 14, 2018	6048532	<u>May 05, 2020</u>
17.	Gates Corporation No Assignment recorded	MXG	88089547	August 23, 2018	5985425	<u>February 11, 2020</u>
18.	Gates Corporation No Assignment recorded	GATES	88144524	October 5, 2018	5894576	<u>October 29, 2019</u>
19.	Gates Corporation No Assignment recorded	GATES	88141564	October 3, 2018	5894571	<u>October 29, 2019</u>
20.	Gates Corporation No Assignment recorded	DRIVEN BY POSSIBILITY	87695008	November 22, 2017	6639438	<u>February 08, 2022</u>
21.	Gates Corporation No Assignment recorded	MXT	87954020	June 8, 2018	5985261	<u>February 11, 2020</u>
22.	Gates Corporation No Assignment recorded	PRO	87804888	February 21, 2018	5892071	<u>October 22, 2019</u>
23.	Gates Corporation No Assignment recorded	MULTI MASTER	87468659	May 30, 2017	5425174	<u>March 13, 2018</u>
24.	Gates Corporation No Assignment recorded	EMPOWERING CREATORS	87444822	May 10, 2017	5363780	<u>December 26, 2017</u>
25.	Gates Corporation No Assignment recorded	BIRD	87222256	November 1, 2016	5257929	<u>August 01, 2017</u>
26.	Gates Corporation No Assignment recorded	EBIKE	86773794	September 30, 2015	5056031	<u>October 04, 2016</u>
27.	Gates Corporation <u>Assignment recorded</u>	QUICK-LINK	86197987	February 19, 2014	5045954	<u>September 20, 2016</u>
28.	Gates Corporation Assignment recorded	ECRIMP	86450022	November 10, 2014	4986267	<u>June 28, 2016</u>
29.	Gates Corporation Assignment recorded		86456130	November 17, 2014	4797049	<u>August 18, 2015</u>
30.	Gates Corporation Assignment recorded	VOLT	86233157	March 26, 2014	4809529	<u>September 08, 2015</u>

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
31.	Gates Corporation No Assignment recorded	CHAIN	86595027	April 13, 2015	4812963	<u>September 15, 2015</u>
32.	Gates Corporation No Assignment recorded	ULTRABRASION	86525315	February 5, 2015	4808282	<u>September 08, 2015</u>
33.	Gates Corporation No Assignment recorded	G-FORCE	86972703	April 12, 2016	5041218	<u>September 13, 2016</u>
34.	Gates Corporation No Assignment recorded		86760065	September 17, 2015	5001831	<u>July 19, 2016</u>
35.	Gates Corporation No Assignment recorded	CDX:EXP	86722911	August 12, 2015	5051090	<u>September 27, 2016</u>
36.	Gates Corporation Assignment recorded	INSPECT 60 - K - REPLACE 90 - K -	86440177	October 30, 2014	4984180	<u>June 21, 2016</u>
37.	Gates Corporation Assignment recorded	C S	86365595	August 13, 2014	4960912	<u>May 17, 2016</u>
38.	Gates Corporation Assignment recorded	CENTURY	86365507	August 13, 2014	4960911	<u>May 17, 2016</u>
39.	Gates Corporation Assignment recorded	MARINE MASTER	86083379	October 4, 2013	5191512	<u>April 25, 2017</u>
40.	Gates Corporation Assignment recorded	POWERGRIP	79040933	April 15, 2007	3492848	<u>August 26, 2008</u>
41.	Gates Corporation Assignment recorded	GATES	79040937	April 15, 2007	3673096	<u>August 25, 2009</u>
42.	Gates Corporation Assignment recorded	GATES	79041273	April 15, 2007	3462626	<u>July 08, 2008</u>
43.	Gates Corporation Assignment recorded	POLY CHAIN	79040932	April 16, 2007	3398812	<u>March 18, 2008</u>
44.	Gates Corporation Assignment recorded	EZ ALIGN	79030211	June 12, 2006	3280230	<u>August 14, 2007</u>
45.	Gates Corporation Assignment recorded	FLEETRANNER	79029827	June 12, 2006	3294314	<u>September 18, 2007</u>
46.	Gates Corporation Assignment recorded	MICRO-V	79026538	March 14, 2006	3249834	<u>June 05, 2007</u>

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RECORDED: 12/14/2022

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