

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TREK BICYCLE CORPORATION		02/06/2023	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97593295	TREK	
Serial Number:	97629589	THE SECRET BAR	
Serial Number:	97681783	PRECALIBER	
Serial Number:	97717547	CHECKPOINT	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	02/27/2023		
Total Attachments: 5			
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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of February 6, 2023 by and from TREK BICYCLE CORPORATION, a Wisconsin corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as collateral agent for the Lenders (as defined below) and for the holders of the Notes (as defined in the Note Purchase Agreement referred to below) (in such capacity, the “Grantee”).

WHEREAS, the Grantor, as US Borrower, Trek Bicycle Corporation Limited, as UK Borrower, Bikeurope B.V., as Dutch Borrower, the institutions from time to time party thereto as lenders (the “Lenders”) and JPMorgan, as administrative agent (in such capacity, the “Administrative Agent”) have entered into a Third Amended and Restated Credit Agreement dated as of November 5, 2021 (as amended by Amendment No. 1 to Third Amended and Restated Credit Agreement, dated as of March 21, 2022, Amendment No. 2 to Third Amended and Restated Credit Agreement, dated as of July 14, 2022, Amendment No. 3 to Third Amended and Restated Credit Agreement, dated as of October 11, 2022 and Amendment No. 4 to Third Amended and Restated Credit Agreement of even date herewith, as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS the Grantor, pursuant to the Seventh Amended and Restated Note Purchase and Private Shelf Agreement, dated as of January 24, 2020, to which the Grantor, certain Subsidiaries of the Grantor (the “Subsidiary Guarantors”), PGIM, Inc., and the holders of the Notes (the “Noteholders”) and together with the Administrative Agent and the Lenders, the “Creditors”) are subject (as amended by that certain Amendment No. 1 to Seventh Amended and Restated Note Purchase Agreement and Private Shelf Agreement, dated as of March 30, 2021, Amendment No. 2 to Seventh Amended and Restated Note Purchase Agreement and Private Shelf Agreement, dated as of November 5, 2021, Amendment No. 3 to Seventh Amended and Restated Note Purchase Agreement and Private Shelf Agreement, dated as of March 8, 2022, Amendment No. 4 to Seventh Amended and Restated Note Purchase Agreement and Private Shelf Agreement, dated as of October 11, 2022, and Amendment No. 5 to Seventh Amended and Restated Note Purchase Agreement and Private Shelf Agreement, dated as of [DATE], as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), has issued certain Notes (as defined in the Note Purchase Agreement) to the Noteholders and may from time to time issue Shelf Notes (as defined in the Note Purchase Agreement) (as the same may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Subsidiary Guarantors may from time to time guarantee the repayment of the Obligations pursuant to one or more guaranties (as may be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Guaranty”).

WHEREAS, the Grantor, certain Subsidiaries of the Grantor and the Grantee have entered into the Amended and Restated Pledge and Security Agreement dated as of September 28, 2010 (as the same has been amended by Amendment No. 1 to Amended and Restated Pledge and Security Agreement dated as of September 29, 2011, among the Grantor, certain Subsidiaries of the Grantor and the Grantee, by Amendment No. 5 to Amended and Restated Credit Agreement and Amendment No. 2 to Amended and Restated Pledge and Security Agreement, dated as of September 27, 2013, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., certain Subsidiaries of the Grantor, the Lenders and the Grantee, by Omnibus Reaffirmation, Joinder and Amendment of Loan Documents dated as of December 31, 2013 among the Grantor, certain Subsidiaries of the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders, the Administrative Agent and the Grantee, by Omnibus Reaffirmation, Joinder and Amendment of Loan Documents dated as of November 1, 2017,

among the Grantor, certain Subsidiaries of the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders, the Administrative Agent and the Grantee, by Omnibus Reaffirmation, Joinder and Amendment of Loan Documents, dated as of January 24, 2020, among the Grantor, certain Subsidiaries of the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders, the Administrative Agent and the Grantee, and by Omnibus Reaffirmation and Amendment of Loan Documents, dated as of the date hereof, among the Grantor, certain Subsidiaries of the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders, the Administrative Agent and the Grantee and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Creditors. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Senior Indebtedness Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty, if any. Upon the payment in full of all Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.


(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks whether now owned or hereafter acquired by the Grantor (including, without limitation, all common law rights with respect to such Trademarks, all applications for registration filed with respect to such Trademarks and all registrations issued with respect to such Trademarks), together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

TREK BICYCLE CORPORATION

By: 
Name: Chad Brown
Title: CFO, Vice President-Finance

Signature Page for
Confirmatory Grant of Security Interest in United States Trademarks (Trek)

TRADEMARK
REEL: 007986 FRAME: 0190

Exhibit A

Trademarks

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
1.	TREK	97593295 15-SEP-2022		Trek Bicycle Corporation	Pending
2.	THE SECRET BAR	97629589 12-OCT-2022		Trek Bicycle Corporation	Pending
3.	PRECALIBER	97681783 17-NOV-2022		Trek Bicycle Corporation	Pending
4.	CHECKPOINT	97717547 14-DEC-2022		Trek Bicycle Corporation	Pending