

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817058

<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>
Custom Wheel House, LLC		05/12/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1525 West W.T Harr Blvd		
<b>Internal Address:</b>	Mailcode NC 0680		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 53</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5163357	100% OFF ROAD	
<b>Registration Number:</b>	6000011	BEAD GRIP TECHNOLOGY	
<b>Registration Number:</b>	5723661	BEAD GRIP	
<b>Registration Number:</b>	6206567	CUSTOM WHEEL HOUSE	
<b>Registration Number:</b>	6740077	CUSTOM WHEEL HOUSE DIRECT	
<b>Registration Number:</b>	6278766	CWH	
<b>Registration Number:</b>	6775486	CWH DIRECT	
<b>Registration Number:</b>	5139221	DESERT SERIES	
<b>Registration Number:</b>	5705574	DESERT SERIES RACE	
<b>Registration Number:</b>	5526582	DIRT SERIES	
<b>Registration Number:</b>	5438934	DISCO SERIES	
<b>Registration Number:</b>	5846766	DSR	
<b>Registration Number:</b>	5151715	DUSTY TIMES	
<b>Registration Number:</b>	5897774	DUSTY TIMES	
<b>Registration Number:</b>	5752579	DUSTY TIMES	
<b>Registration Number:</b>	6015194	F2	
<b>Registration Number:</b>	5845695	GMZ	
<b>Registration Number:</b>	5845697	GMZ	
		<b>TRADEMARK</b>	

OP \$1340.00 5163357

Property Type	Number	Word Mark
Registration Number:	4296426	GMZ RACE PRODUCTS
Registration Number:	6357805	INFLUENCE EVERYONE
Registration Number:	3883813	LIGHTER, STRONGER, FASTER
Registration Number:	6015112	LITELOC
Registration Number:	5339255	METHOD
Registration Number:	3962456	METHOD FORGED
Registration Number:	4781922	METHOD RACE WHEELS
Registration Number:	5458828	METHOD RACE WHEELS
Registration Number:	4654421	METHOD RACE WHEELS
Registration Number:	3880986	METHOD RACE WHEELS
Registration Number:	4682951	METHOD RACING
Registration Number:	3962455	METHOD RACING
Registration Number:	5088452	METHOD RALLY WHEELS
Registration Number:	5526583	MUD SERIES
Registration Number:	4696890	REGULATOR
Registration Number:	5177588	SAME DIRT, DIFFERENT DAY...
Registration Number:	5910824	SAND SERIES
Registration Number:	5851688	SAND STRIPPER
Registration Number:	4669978	SAND STRIPPER GMZ GMZRACEPRODUCTS.COM
Registration Number:	5459196	TENSOR
Registration Number:	4606266	TENSOR
Registration Number:	4833609	TENSOR TIRE
Registration Number:	5542154	TRAIL SERIES
Registration Number:	5682355	
Registration Number:	5682354	
Registration Number:	4306258	LRG
Registration Number:	4310442	LRG
Serial Number:	97679583	BAJA PROVEN
Serial Number:	90785234	BAHIA BLUE
Serial Number:	97673603	CWH CUSTOM WHEEL HOUSE
Serial Number:	97676692	DAKAR PROVEN
Serial Number:	97604062	DESERT SERIES
Serial Number:	97676143	HAMMERS PROVEN
Serial Number:	90784937	METHOD BRONZE
Serial Number:	97452436	VELOCITY GRID

**CORRESPONDENCE DATA**

Fax Number:

**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:** 4045723401  
**Email:** morgan.roth@kslaw.com  
**Correspondent Name:** Morgan Roth  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 2:** Suite 1600  
**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** 18464.515078

**NAME OF SUBMITTER:** Morgan Roth

**SIGNATURE:** /s/ Morgan Roth

**DATE SIGNED:** 06/13/2023

**Total Attachments: 9**

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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 12, 2023 (this “Security Agreement”), is made by Custom Wheel House, LLC, a Delaware limited liability company (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, FOX FACTORY HOLDING CORP., a Delaware corporation (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Credit Agreement, dated as of April 5, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of April 5, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

**Section 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

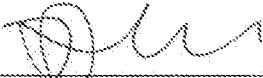
**Section 4. Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 5. Governing Law.** This Security Agreement 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.

*[Remainder of page intentionally left blank]*

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

**CUSTOM WHEEL HOUSE, LLC**, as Grantor

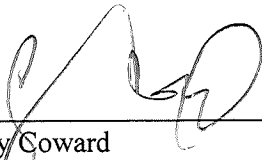
By:   
Name: Toby D. Merchant  
Title: Secretary

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent

By:

  
\_\_\_\_\_  
Name: Corey Coward  
Title: Senior Vice President

**SCHEDULE I**

**Trademarks**

**I. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Reg No</b>	<b>Reg Date</b>
100% OFF ROAD (Tires) 8223-3037-2	5,163,357	03/14/2017
BEAD GRIP TECHNOLOGY& Design (Vehicle wheels) 8223-3058-1	6,000,011	03/03/2020
BEAD-GRIP (Tires; vehicle wheels) 8223-3053-2	5,723,661	04/09/2019
CUSTOM WHEEL HOUSE (Tires; vehicle wheels) 8223-3069-1	6,206,567	11/24/2020
CUSTOM WHEEL HOUSE DIRECT (Online wholesale and retail store services featuring vehicle components; wholesale distributorships featuring vehicle components) 8223-3076-1	6,740,077	05/24/2022
CWH (Vehicle wheels and accessories therefor, namely, wheel caps, lug nuts, dust covers, and wheel locks; tires and accessories therefor, namely, valve stems; vehicle lift kits; vehicle leveling kits) 8223-3073-1	6,278,766	02/23/2021
CWH DIRECT (Online wholesale and retail store services featuring vehicle components; wholesale distributorships featuring vehicle components) 8223-3075-1	6,775,486	06/28/2022
DESERT SERIES (Tires) 8223-3031-1	5,139,221	02/07/2017
DESERT SERIES RACE (Tires) 8223-3054-1	5,705,574	03/19/2019
DIRT SERIES (Tires; vehicle wheels) 8223-3032-4	5,526,582	07/24/2018
DISCO SERIES (Vehicle wheels) 8223-3035-1	5,438,934	04/03/2018



<b>Mark</b>	<b>Reg No</b>	<b>Reg Date</b>
DSR (Tires) 8223-3055-2	5,846,766	08/27/2019
DUSTY TIMES (Printed publications in the nature of pictorials in the fields of vehicles, vehicle components and accessories, and off-road and off-track motorsports; Providing online electronic publications in the nature of newsletters and pictorials in the fields of vehicles, vehicle components and accessories, and off-road and off-trac motorsports) 8223-3027-1	5,151,715	02/28/2017
DUSTY TIMES (Headwear; long-sleeved shirts; sweatshirts; tshirts; tank tops; tops as clothing) 8223-3046-1	5,897,774	10/29/2019
DUSTY TIMES (Downloadable electronic publications in the nature of magazines in the field of vehicles, vehicle components and accessories, off-road and off-track motorsports, travel, lifestyle, and general human interest; Magazines in the field of vehicles, vehicle components and accessories, off-road and offtrack motorsports, travel, lifestyle, and general human interest; Non-downloadable electronic publications in the nature of magazines in the field of vehicles, vehicle components and accessories, off-road and offtrack motorsports, travel, lifestyle, and general human interest) 8223-3052-1	5,752,579	05/14/2019
F2 & Design (Wheels for automobiles, trucks, vans, and sports utility vehicles) 8223-3068-2	6,015,194	03/17/2020
GMZ (Tires; Vehicle wheels; Online retail store services featuring vehicle wheels, tires, and wheel and tire accessories) 8223-3062-1	5,845,695	08/27/2019
GMZ & Design (Tires; Vehicle wheels; Online retail store services featuring vehicle wheels, tires, and wheel and tire accessories) 8223-3061-1	5,845,697	08/27/2019
GMZ RACE PRODUCTS	4,296,426	02/26/2013

<b>Mark</b>	<b>Reg No</b>	<b>Reg Date</b>
(Wheels and tires for land vehicles, all terrain vehicles (ATVS), utility terrain vehicles (UTVS), co-carts, golf carts and dune buggies) 8223-3060-1		
INFLUENCE EVERYONE (Wheels and accessories therefor; tires and accessories therefor) 8223-3077-1	6,357,805	05/18/2021
LIGHTER. STRONGER. FASTER (Vehicle wheels) 8223-3005-1	3,883,813	11/30/2010
LITELOC (Vehicle wheels) 8223-3064-1	6,015,112	03/17/2020
METHOD (Vehicle wheels) 8223-3040-1	5,339,255	11/21/2017
METHOD FORGED (Vehicle wheels) 8223-3006-1	3,962,456	05/17/2011
METHOD RACE WHEELS (Online retail store services featuring vehicle components and apparel) 8223-3025-1	4,781,922	07/28/2015
METHOD RACE WHEELS & Design (Vehicle wheels) 8223-3044-2	5,458,828	05/01/2018
METHOD RACE WHEELS (Clothing, namely, tops; and headwear) 8223-3020-2	4,654,421	12/09/2014
METHOD RACE WHEELS (Vehicle wheels) 8223-3002-1	3,880,986	11/23/2010
METHOD RACING (Clothing, namely, tops; headwear) 8223-3021-2	4,682,951	02/03/2015
METHOD RACING (Vehicle wheels) 8223-3004-1	3,962,455	05/17/2011
METHOD RALLY WHEELS (Vehicle wheels) 8223-3029-1	5,088,452	11/22/2016
MUD SERIES (Tires; vehicle wheels) 8223-3039-3	5,526,583	07/24/2018

<b>Mark</b>	<b>Reg No</b>	<b>Reg Date</b>
REGULATOR (Tires) 8223-3023-1	4,696,890	03/03/2015
SAME DIRT, DIFFERENT DAY (Printed publications in the nature of pictorials in the fields of vehicles, vehicle components and accessories, and off-road and off-track motorsports; Providing online electronic publications in the nature of newsletters and pictorials in the fields of vehicles, vehicle components and accessories, and off-road and off-track motorsports) 8223-3028-1	5,177,588	04/04/2017
SAND SERIES (Tires) 8223-3036-5	5,910,824	11/12/2019
SAND STRIPPER (Tires) 8223-3067-1	5,851,688	09/03/2019
SAND STRIPPER GMZ GMZRACEPRODUCTS.COM & Design (Wheels and tires for land vehicles, all terrain vehicles (ATVS), utility terrain vehicles (UTVS), co-carts, golf carts and dune buggies) 8223-3059-1	4,669,978	01/13/2015
TENSOR & Design (Tires) 8223-3047-1	5,459,196	05/01/2018
TENSOR (Tires) 8223-3008-2	4,606,266	09/16/2014
TENSOR TIRE (On-line retail store services featuring vehicle components) 8223-3026-1	4,833,609	10/13/2015
TRAIL SERIES (Tires for vehicles; vehicle wheels) 8223-3041-1	5,542,154	08/14/2018
WHEEL DESIGN – 1640 (Vehicle wheels) 8223-3050-1	5,682,355	02/19/2019
WHEEL DESIGN – 1785 (Vehicle wheels) 8223-3049-1	5,682,354	02/19/2019
LRG (Vehicle wheels)	4,306,258	03/19/2013

<b>Mark</b>	<b>Reg No</b>	<b>Reg Date</b>
LRG (Vehicle wheels)	4,310,442	03/26/2013

II. TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
BAJA PROVEN (Vehicle wheels) 8223-3096-1	97/679,583	11/16/2022
BAHIA BLUE (Vehicle wheels) 8223-3087-1	90/785,234	06/21/2021
CWH (Stylized) (Tires for vehicle wheels; vehicle wheels) 8223-3107-2	97/673,603	11/11/2022
DAKAR PROVEN (Vehicle wheels) 8223-3100-1	97/676,692	11/14/2022
DESERT SERIES (Tires) 8223-3031-4	97/604,062	09/23/2022
HAMMERS PROVEN (Vehicle wheels) 8223-3099-1	97/676,143	11/14/2022
METHOD BRONZE (Vehicle wheels) 8223-3086-1	90/784,937	06/21/2021
VELOCITY GRID (Tires) 8223-3108-1	97/452,436	06/10/2022