TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM837051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Super73, Inc.		08/31/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Polaris Industries Inc.	
Street Address:	2100 Highway 55	
City:	Medina	
State/Country:	MINNESOTA	
Postal Code:	55340	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5256081	SUPER 73
Registration Number:	5762248	SUPER73
Registration Number:	6838311	SUPER73
Registration Number:	6838312	SUPER73
Registration Number:	6939178	SUPER73
Registration Number:	6838314	SUPER73
Registration Number:	6838316	SUPER73
Registration Number:	5882214	SUPER SQUAD
Registration Number:	5755697	73
Registration Number:	6235212	
Registration Number:	6833677	
Registration Number:	6833676	
Registration Number:	6939179	
Registration Number:	6833675	
Registration Number:	6833674	
Registration Number:	6223474	SUPER73
Registration Number:	6447948	73
Registration Number:	6447503	SUPER73

TRADEMARK

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CORRESPONDENCE DATA

Fax Number: 2026261700

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: 2028795467

Email: kmhutchison@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 51 Louisiana Avenue, NW Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	276012-000008
NAME OF SUBMITTER:	Michael P. Atkins
SIGNATURE:	/Michael P Atkins/
DATE SIGNED:	09/05/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2023 (as amended, restated, supplemented or otherwise modified, this "<u>Agreement</u>"), between SUPER73, INC., a Delaware corporation (the "<u>Grantor</u>") and POLARIS INDUSTRIES INC., a Delaware corporation, as payee (in such capacity, the "<u>Payee</u>").

Reference is made to the Senior Secured Promissory Note, dated as of August 31, 2023, by the Grantor in favor of the Payee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Senior Note").

The Payee has extended credit to the Grantor and the Grantor has granted Liens thereunder to secure its obligations thereunder. In connection therewith, and to induce the Payee to extend credit, the Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Senior Note.
- 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Senior Note, did and hereby does grant to the Payee (and its successors and assigns) a security interest in, all its right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):
- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
 - (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto, and
 - (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.
- 3. <u>Senior Note</u>. The security interests granted to the Payee herein are granted in furtherance, and not in limitation of, the security interests granted to the Payee pursuant to the Senior Note. The Grantor hereby acknowledges and affirms that the rights and remedies of the Payee with respect to the Trademark Collateral are more fully set forth in the Senior Note, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Senior Note, the terms of the Senior Note shall govern.

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- Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

SUPER73, INC., as Grantor

By: Grand Crewse

Name: LeGrand Crewse
Title: President/CEO

POLARIS INDUSTRIES INC., as Payee

By: Ash Mishra

Name: Ash Mishra

Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

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SCHEDULE I

TRADEMARKS

<u>Trademark Registrations</u>:

Secured Note	Trademark	Registration	Registration
Obligor		Number	Date
Super73, Inc.	SUPER 73	5256081	8/1/2017
Super73, Inc.	SUPER 73	5762248	5/28/2019
Super73, Inc.	SUPER 73	6838311	9/6/2022
Super73, Inc.	SUPER 73	6838312	9/6/2022
Super73, Inc.	SUPER 73	6939178	1/3/2023
Super73, Inc.	SUPER 73	6838314	9/6/2022
Super73, Inc.	SUPER 73	6838316	9/6/2022
Super73, Inc.	SUPER SQUAD	5882214	10/15/2019
Super73, Inc.	73	5755697	5/21/2019
Super73, Inc.	4	6235212	12/29/2020
Super73, Inc.	4	6833677	8/30/2022
Super73, Inc.	45	6833676	8/30/2022
Super73, Inc.	4	6939179	1/3/2023
Super73, Inc.	4	6833675	8/30/2022
Super73, Inc.	4	6833674	8/30/2022
Super73, Inc.	SUPER73	6223474	12/15/2020
Super73, Inc.	ø ™	6447948	8/10/2021
Super73, Inc.	//SUPERT3	6447503	8/10/2021

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RECORDED: 09/05/2023

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