

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI90649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMS Vans Buyer, LLC		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	WINGSPIRE CAPITAL LLC, as Administrative Agent		
Street Address:	11720 Amber Park Drive, Suite 500		
Internal Address:	Suite 2800		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5589078	AMS VANS AMERICA'S MOBILITY SUPERSTORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	075209-0001 (AN)		
NAME OF SUBMITTER:	Atoosa Nowrouzi		
SIGNATURE:	Atoosa Nowrouzi		
DATE SIGNED:	03/13/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2023 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this “Agreement”), between AMS Vans Buyer, LLC, a Delaware limited liability company (the “Grantor”), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Term Loan Credit Agreement, dated as of December 29, 2023, by and among VMI BLOCKER HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), VMI BLOCKER INTERMEDIATE, LLC, a Delaware limited liability company (“Borrower” or the “Company”), the Subsidiaries of the Borrower from time to time party thereto as guarantors (together with Holdings, each, a “Guarantor” and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), and (b) the Term Loan Pledge and Security Agreement, dated as of December 29, 2023, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor’s 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 and payments now and 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. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, 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 Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. Upon the termination of the Security Agreement, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

5. Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the ABL Intercreditor Agreement.

6. 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.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

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

AMS VANS BUYER, LLC


DocuSigned by:
By: Raymond L. De Palma
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Name: Raymond De Palma
Title: Treasurer

**WING SPIRE CAPITAL LLC, as
Administrative Agent**

DocuSigned by:
By: Brian Long
Name: Brian Long
Title: Managing Director

Schedule I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
AMS VANS AMERICA'S MOBILITY SUPERSTORE & Design 	5,589,078	10-23-2018	87709835	12-06-2017