

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ring & Pinion Service Inc.		05/12/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4107051	DIFF WIZARD	
Registration Number:	4260420	DIFF WIZARD	
Registration Number:	4391751	DIFF WIZARD	
Registration Number:	3716871	GRIZZLY LOCKER	
Registration Number:	2578732		
Registration Number:	2563743	RANDY'S RING & PINION	
Registration Number:	3726559	SPARTAN LOCKER	
Registration Number:	3874772	SPIN FREE	
Registration Number:	3658689	SUPER JOINT	
Registration Number:	4070479	ULTIMATE 88	
Registration Number:	3300352	USA STANDARD GEAR	
Registration Number:	4678007	USA STANDARD GEAR	
Registration Number:	3039512	VALUE GEAR	
Registration Number:	3957696	Y	
Registration Number:	3887222	YG	
Registration Number:	3873722	YUKON BEAR TRAC	
Registration Number:	3386692	YUKON DURA GRIP	
Registration Number:	3801018	YUKON GEAR & AXLE	
Registration Number:	3796850	YUKON hardcore	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4373434	YUKON HARDCORE
Registration Number:	3861901	YUKON MIGHTY SEAL
Registration Number:	2949622	YUKON ULTIMATE 35 AXLE KIT
Registration Number:	3669761	ZIP LOCKER
Registration Number:	4663837	YUKON LAUNCH
Serial Number:	86309681	R RANDYS

CORRESPONDENCE DATA

Fax Number: 3125585700

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: 312 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle C. Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 13757-63

NAME OF SUBMITTER: Michelle C. Foy

SIGNATURE: /Michelle C. Foy/

DATE SIGNED: 10/05/2015

Total Attachments: 8

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 12, 2015, by RING & PINION SERVICE INC. ("Grantor"), in favor of BMO Harris Bank N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor and RWA Holding Company, Inc., a Delaware corporation, have entered into a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

[signature page follows]

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

RING & PINION SERVICE INC., a Washington corporation

By: 
Name: William A. Conn
Title: Chief Financial Officer


SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

Trademark Registrations and Applications

<p>DIFF WIZARD</p>	<p><u>U.S. Reg. No. 4,107,051 - RRPI-2-1026</u> Aff. Of Use Due 2/28/2018. Renewal Due 2/28/2022 <u>Australia Reg. No. 1,465,505 - RRPI-12-1021</u> Renewal Due 12/15/2021 <u>Canada Reg. No. 847,807 - RRPI-12-1022</u> Renewal Due 4/8/2028 <u>Mexico Reg. No. 1315491 - RRPI-12-1023</u> Renewal Due 12/16/2021</p>
	<p><u>U.S. Reg. No. 4,260,420 - RRPI-2-1028</u> Aff. Of Use Due 12/18/2018. Renewal Due 12/18/2022 <u>Australia Reg. No. 1,503,317 - RRPI-12-1024</u> Renewal Due 7/19/2022 <u>Canada Reg. No. TMA890054 - RRPI-12-1025</u> Renewal Due 11/14/2029</p>
	<p><u>U.S. Reg. No. 4,391,751 - RRPI-2-1030</u> Aff. Of Use Due 8/27/2019 Renewal Due 8/27/2023. <u>Australia Reg. No. 1,565,626 - RRPI-12-1031</u> Renewal Due 6/28/2023 <u>Canada App. No. 1,633,522 - RRPI-12-1032</u> Pending <u>Mexico Reg. No. 1411548- RRPI-12-1033</u> Renewal Due 6/28/2023</p>
<p>GRIZZLY LOCKER</p>	<p><u>U.S. Reg. No. 3,716,871 - RRPI-2-1016</u> Aff. Of Use Due 11/24/2015. Renewal Due 11/24/2019 <u>Mexico Reg. No. 1115874 - RRPI-12-1013</u> Renewal Due 7/20/2019</p>

	<p><u>U.S. Reg. No. 2,578,732 - RRPI-2-1009</u> Renewal Due 6/11/2022</p>
<p>RANDY'S RING & PINION</p>  <p>Ring & Pinion</p>	<p><u>U.S. Reg. No. 2,563,743 - RRPI-2-1008</u> Renewal Due 4/23/2022</p>
<p>SPARTAN LOCKER</p>	<p><u>U.S. Reg. No. 3,726,559 - RRPI-2-1014</u> Aff. Of Use Due 12/15/2015. Renewal Due 12/15/2019 <u>Canada Reg. No. 781,636 - RRPI-12-1003</u> Renewal Due 11/4/2025 <u>Australia Reg. No. 1309175 - RRPI-12-1008</u> Renewal Due 7/13/2019</p>
<p>SPIN FREE</p>	<p><u>U.S. Reg. No. 3,874,772 - RRPI-2-1020</u> Aff. Of Use Due 11/9/2016. Renewal Due 11/9/2020 <u>Canada Reg. No. 804,746 - RRPI-12-1015</u> Renewal Due 8/18/2026</p>
<p>SUPER JOINT</p>	<p><u>U.S. Reg. No. 3,658,689 - RRPI-2-1002</u> Aff. Of Use Due 7/21/2015. Renewal Due 7/21/2019</p>
<p>ULTIMATE 88</p>	<p><u>U.S. Reg. No. 4,070,479 - RRPI-2-1023</u> Aff. Of Use Due 12/13/2017. Renewal Due 12/13/2021 <u>Mexico Reg. No. 1275969 - RRPI-12-1020</u> Renewal Due 10/24/2021</p>

USA STANDARD GEAR	<p><u>U.S. Reg. No. 3,300,352 - RRPI-2-1006</u> Renewal Due 9/25/2017</p> <p><u>U.S. Reg. No. 4,678,007 – RRPI-2-1031</u> Aff. Of Use Due 1/27/2021. Renewal Due 1/27/2025</p> <p><u>Australia App. No. 1,619,149 – RRPI-12-1034</u> Response to Office Action Due 9/24/2015</p> <p><u>Canada App. No. 1,676,697 – RRPI-12-1035</u> Response to Office Action Due 6/22/2015</p> <p><u>Mexico App No. 1,478,492 – RRPI-12-1036</u> Pending</p>
VALUE GEAR	<p><u>U.S. Reg. No. 3,039,512 - RRPI-2-1007</u> Renewal Due 1/10/2016</p>
Y	<p><u>U.S. Reg. No. 3,957,696 - RRPI-2-1022</u> Aff. Of Use Due 5/10/2017. Renewal Due 5/10/2021</p> <p><u>Canada App. No. 1,518,083 - RRPI-12-1017</u> Pending</p>
YG	<p><u>U.S. Reg. No. 3,887,222 - RRPI-2-1013</u> Aff. Of Use Due 12/7/2016. Renewal Due 12/7/2020</p>
YUKON BEAR TRAC	<p><u>U.S. Reg. No. 3,873,722 - RRPI-2-1003</u> Aff. Of Use Due 11/9/2016. Renewal Due 11/9/2020</p> <p><u>Canada Reg. No. TMA869286 - RRPI-12-1002</u> Renewal Due 1/17/2029</p> <p><u>Australia Reg. No. 1309180 - RRPI-12-1007</u> Renewal Due 7/13/2019</p>
YUKON DURA GRIP	<p><u>U.S. Reg. No. 3,386,692 - RRPI-2-1011</u> Renewal Due 2/19/2018</p>
	<p><u>U.S. Reg. No. 3,801,018 - RRPI-2-1017</u> Aff. Of Use Due 6/8/2016. Renewal Due 6/8/2020</p> <p><u>Canada Reg. No. TMA873,315 - RRPI-12-1005</u> Renewal Due 3/14/2029</p> <p><u>Australia Reg. No. 1309176 - RRPI-12-1010</u> Renewal Due 7/13/2019</p>

YUKON HARDCORE	<p><u>U.S. Reg. No. 3,796,850 - RRPI-2-1015</u> Aff. Of Use Due 6/1/2016. Renewal Due 6/1/2020.</p> <p><u>U.S. Reg. No. 4,373,434 - RRPI-2-1029</u> Aff. Of Use Due 7/23/2019. Renewal Due 7/23/2023.</p> <p><u>Canada Reg. No. TMA894170 - RRPI-12-1027</u> Renewal Due 1/16/2030</p> <p><u>Australia Reg. No. 1520808 - RRPI-12-1028</u> Renewal Due 10/18/2022</p>
YUKON MIGHTY SEAL	<p><u>U.S. Reg. No. 3,861,901 - RRPI-2-1019</u> Aff. Of Use Due 10/12/2016. Renewal Due 10/12/2020</p>
YUKON ULTIMATE 35 AXLE KIT	<p><u>U.S. Reg. No. 2,949,622 - RRPI-2-1012</u> Renewal Due 5/10/2015 [NTD: This registration deadline is next month. Please confirm status of renewal.]</p>
	<p><u>Australia Reg. No. 1502322 - RRPI-12-1026</u> Renewal Due 7/16/2022</p>
ZIP LOCKER	<p><u>U.S. Reg. No. 3,669,761 - RRPI-2-1001</u> Aff. Of Use Due 8/18/2015. Renewal Due 8/18/2019</p> <p><u>Canada Reg. No. 792,221 - RRPI-12-1001</u> Renewal Due 3/7/2026</p> <p><u>Australia Reg. No. 1309181 - RRPI-12-1006</u> Renewal Due 7/13/2019</p>
YUKON LAUNCH	<p><u>U.S. Reg. No. 4,663,837 - RRPI-2-1036</u> Aff. Of Use Due 12/30/2020. Renewal Due 12/30/2024</p>



U.S. App. No. 86/309,681 – RRPI-2-1032

Statement of Use Due 8/17/2015

Australia Reg. No. 1,661,109 – RRPI-12-1037

Renewal Due 11/27/2024

Canada App. No. 1,707,302 – RRPI-12-1038

Pending

Mexico App. No. 1,556,205 – RRPI-12-1039

Pending

RANDYS WORLDWIDE
AUTOMOTIVE

Australia App. No. 1,661,383 – RRPI-12-1040

Pending

Canada App. No. 1,707,304 – RRPI-12-1041

Pending

Mexico App. No. 1,556,206 – RRPI-12-1042

Pending