

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CJ Pony Parts, LLC		04/05/2021	Limited Liability Company: PENNSYLVANIA
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:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4908483	CJ PONYPARTS SINCE 1985	
Registration Number:	4908484	CJ PONY PART	
Registration Number:	4908706	CJ PONY PARTS	
Registration Number:	5707461	CJ OFF-ROAD	
Registration Number:	6251721	ACCELATEC	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	3122883586		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	04/06/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of April 5, 2021, by CJ Pony Parts, LLC, a Pennsylvania limited liability company ("*Grantor*"), in favor of BMO Harris Bank N.A., in its capacity as administrative agent for itself and the other Lenders (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of April 5, 2021 (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 Lenders (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 set forth on Schedule A, together with, among other things, the goodwill of the business symbolized by the trademarks, 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 Lenders, 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.

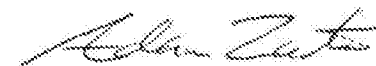
THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. This Trademark Security Agreement may be executed in any number 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.

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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.

GRANTOR:

CJ PONY PARTS, LLC

By: 
Name: Adam Zacuto
Title: Secretary

Accepted and agreed to as of the date first set forth above.

GRANTEE:

BMO HARRIS BANK N.A.

By: _____
Name: _____
Title: _____

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.

GRANTOR:

CJ PONY PARTS, LLC

By: _____

Name: _____

Title: _____

Accepted and agreed to as of the date first set forth above.

GRANTEE:


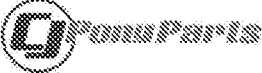
BMO HARRIS BANK N.A.

By:  _____

Name: Ketan V. Parikh

Title: Managing Director

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

GRANTOR	TRADEMARK/ SERVICE MARK	APPLICATION NO:	REGISTRATION NO. & DATE	EXPIRY DATE
CJ Pony Parts, LLC	CJ PONY PARTS (Stylized and/or Design) 	86/705,758	4,908,483 01-Mar-2016	01-Mar-2026
CJ Pony Parts, LLC	CJ PONY PARTS (Stylized and/or Design) 	86/705,767	4,908,484 01-Mar-2016	01-Mar-2026
CJ Pony Parts, LLC	CJ PONY PARTS	86/709,261	4,908,706 01-Mar-2016	01-Mar-2026
CJ Pony Parts, LLC	CJ OFF-ROAD	87/775,775	5,707,461 26-Mar-2019	26-Mar-2029
CJ Pony Parts, LLC	ACCELATEC	87/792,244	6,251,721 19-Jan-2021	19-Jan-2031