

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STREETCAR ORV, LLC		02/28/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	188 North Old Woodward Avenue		
Internal Address:	2nd Floor, MC5300, Attn: Jason G. Boeson		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4145165	BRUTE	
Registration Number:	3691651		
Registration Number:	4177842	AEV	
Registration Number:	4349209	BRUTE DOUBLE CAB	
Registration Number:	4786483	PROSPECTOR	
Registration Number:	5097276	HIGHMARK	
Registration Number:	5174162		
Registration Number:	5174163		
Registration Number:	5269486	AEV	
Serial Number:	90039261	PIONEER	
Registration Number:	5361558	OUTPOST	
Registration Number:	5262708	RECRUIT	
Serial Number:	90039302	SENTINEL	
Registration Number:	5396244	BORAH	
Registration Number:	5396247	KATLA	
Registration Number:	5396251	SALTA	
Registration Number:	5396255	PINTLER	
Registration Number:	5396257	SAVEGRE	

OP \$865.00 4145165

Property Type	Number	Word Mark
Registration Number:	5396355	AEV
Registration Number:	5406646	AEV
Registration Number:	5406649	PROCAL MODULE
Registration Number:	5586257	DUALSPORT WHEEL
Registration Number:	5586214	DUALSPORT SUSPENSION
Registration Number:	5639654	PROVEN WORLDWIDE
Registration Number:	5580790	AEV MESA WHEEL
Registration Number:	5818080	
Registration Number:	5818084	
Serial Number:	88244194	AEV
Registration Number:	6045109	AMERICAN EXPEDITION VEHICLES
Serial Number:	88244321	AMERICAN EXPEDITION VEHICLES
Registration Number:	6102258	AMERICAN EXPEDITION VEHICLES
Registration Number:	5920265	PROCAL
Registration Number:	6338472	AEV
Serial Number:	88482229	UPCOUNTRY

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 S. Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 03/01/2022

Total Attachments: 7

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 28, 2022 between the undersigned (the "Debtor") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of February 28, 2022 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Debtor and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Debtor; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of February 28, 2022, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the extensions of credit under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make extensions of credit to the Debtor pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements ("Trademark Licenses"), and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof (the “Trademarks”), and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license:

provided, however, that “Trademark Collateral” shall not include rights under or with respect to any General Intangible, license, permit or authorization to the extent any such General Intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the “Restricted Assets”), provided that (A) the proceeds of any Restricted Asset in the foregoing clause shall be continue to be deemed to be “Trademark Collateral”, and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any such Restricted Asset being acquired or entered into or arising after the date hereof, the Debtor shall use commercially reasonable efforts to obtain any waiver or consent (in form and substance acceptable to the Secured Party and upon Secured Party’s request) necessary to allow such Restricted Asset to constitute Trademark Collateral hereunder if the failure of the Debtor to have such Restricted Asset would have a Material Adverse Effect.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest

granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement or is otherwise consented to by the Secured Party and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

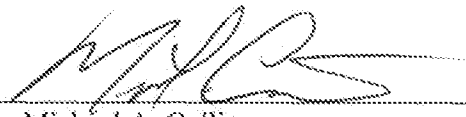
DEBTOR:

STREETCAR ORV, LLC

By: StreetCar Management, LLC

Its: Co-Manager

By: _____


Michael A. Collins

Its: Manager

SECURED PARTY:

COMERICA BANK

By: _____

Jason G. Boeson

Its: Vice President

[Signature Page to Agreement (Trademark) (18261850)]

TRADEMARK
REEL: 007645 FRAME: 0670

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

STREETCAR ORV, LLC

By: StreetCar Management, LLC

Its: Co-Manager

By: _____

Michael A. Collins

Its: Manager

SECURED PARTY:

COMERICA BANK

By: _____

Jason G. Boeson

Its: Vice President

[Signature Page to Agreement (Trademark) (18261850)]