

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM853386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bad Boy Mowers, LLC		11/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Collateral Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	6169987	OUTLAW REBEL	
Registration Number:	6014432	OUTLAW ROGUE	
Registration Number:	6014431	OUTLAW RENEGADE	
Registration Number:	6169986	OUTLAW REVOLT	
Registration Number:	6014340	BAD BOY MOWERS	
Registration Number:	5652832	BAD GIRL	
Registration Number:	5195961	BAD BOY CUTTERS	
Registration Number:	4105985	OUTLAW	
Registration Number:	3968373		
Registration Number:	3433747	MOW WITH AN ATTITUDE	
Registration Number:	3247862	BAD BOY	
Registration Number:	6442686	BAD BOY	
Registration Number:	6571963	BAD BOY MOWERS	
Registration Number:	6815703	BAD BOY TRACTORS	
Registration Number:	6556864	BAD BOY TRACTORS WORK WITH AN ATTITUDE	
Registration Number:	6556876	WORK WITH AN ATTITUDE	
Serial Number:	97566227	ADVANCED CHUTE SYSTEM	
Registration Number:	2973044	BAD BOY	
Registration Number:	6548629	BAD BOY CUTTERS	

CH \$690.00 6169987

Property Type	Number	Word Mark
Registration Number:	6884445	BAD BOY TRACTORS WORK WITH AN ATTITUDE
Registration Number:	7121998	MAVERICK
Registration Number:	7043772	MZ RAMBLER
Registration Number:	6884446	WORK WITH AN ATTITUDE
Serial Number:	98083112	MOW WITH AN ATTITUDE
Serial Number:	97303003	ZT AVENGER
Serial Number:	97303216	E SERIES
Serial Number:	97651075	BANDIT

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky Troutman (ker)
SIGNATURE:	/Becky Troutman/
DATE SIGNED:	11/14/2023

Total Attachments: 8

source=Bad Boy Mowers - Trademark Security Agreement_(19271612)_ (1)#page1.tif

source=Bad Boy Mowers - Trademark Security Agreement_(19271612)_ (1)#page2.tif

source=Bad Boy Mowers - Trademark Security Agreement_(19271612)_ (1)#page3.tif

source=Bad Boy Mowers - Trademark Security Agreement_(19271612)_ (1)#page4.tif

source=Bad Boy Mowers - Trademark Security Agreement_(19271612)_ (1)#page5.tif

source=Bad Boy Mowers - Trademark Security Agreement_(19271612)_ (1)#page6.tif

source=Bad Boy Mowers - Trademark Security Agreement_(19271612)_ (1)#page7.tif

source=Bad Boy Mowers - Trademark Security Agreement_(19271612)_ (1)#page8.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “Trademark Security Agreement”), dated as of November 9, 2023, is made by Bad Boy Mowers, LLC, a Delaware limited liability company (the “Grantor”), in favor of BNP Paribas, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “Trademark Collateral”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

BAD BOY MOWERS, LLC

By: 

Name: Peter Ballantyne

Title: Chief Executive Officer


[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

BAD BOY MOWERS

Accepted and Agreed:

BNP PARIBAS, as Collateral Agent

By: 
Name: Ali Mehdi
Title: Managing Director

By: 
Name: Angela Barbieri
Title: Vice President



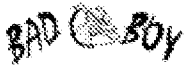
[SIGNATURE PAGE TO FIRST LIEN TRADEMARK AGREEMENT]

BAD BOY MOWERS

TRADEMARK

REEL: 008258 FRAME: 0214

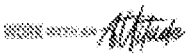

SCHEDULE A



<u>Trademark Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Current Owner/Applicant</u>
OUTLAW REBEL	United States	88078085	Aug. 14, 2018	6169987	Oct. 6, 2020	Bad Boy Mowers, LLC
OUTLAW ROGUE	United States	88078064	Aug. 14, 2018	6014432	Mar. 17, 2020	Bad Boy Mowers, LLC
OUTLAW RENEGADE	United States	88078031	Aug. 14, 2018	6014431	Mar. 17, 2020	Bad Boy Mowers, LLC
OUTLAW REVOLT	United States	88078016	Aug. 14, 2018	6169986	Oct. 6, 2020	Bad Boy Mowers, LLC
BAD BOY MOWERS 	United States	88011155	June 22, 2018	6014340	Mar. 17, 2020	Bad Boy Mowers, LLC
BAD GIRL	United States	87703523	Nov. 30, 2017	5652832	Jan. 15, 2019	Bad Boy Mowers, LLC
BAD BOY CUTTERS	United States	86335140	July 11, 2014	5195961	May 2, 2017	Bad Boy Mowers, LLC
OUTLAW	United States	77829246	Sept. 17, 2009	4105985	Feb. 28, 2012	Bad Boy Mowers, LLC
Bull Dog design 	United States	77829278	Sept. 17, 2009	3968373	May 31, 2011	Bad Boy Mowers, LLC
MOW WITH AN ATTITUDE	United States	76678681	June 25, 2007	3433747	May 27, 2008	Bad Boy Mowers, LLC
BAD BOY & Design 	United States	75777175	Aug. 16, 1999	3247862	May 29, 2007	Bad Boy Mowers, LLC

BAD BOY MOWER

TRADEMARK

REEL: 008258 FRAME: 0215

BAD BOY	United States	90009028*	June 18, 2020	6442686	August 3, 2021	Bad Boy Mowers, LLC
BAD BOY TRACTORS	United States	90009057*	June 18, 2020	6815703	August 9, 2022	Bad Boy Mowers, LLC
WORK WITH AN ATTITUDE 	United States	90319538	Nov. 14, 2020	6556876	November 9, 2021	Bad Boy Mowers, LLC
ADVANCED CHUTE SYSTEM	United States	97566227	August 26, 2022	N/A	N/A	Bad Boy Mowers, LLC
ATTITUDE	United States	98065495	June 29, 2023	N/A	N/A	Bad Boy Mowers, LLC
BAD BOY and Design BAD BOY	United States	78218933	February 25, 2003	2973044	July 19, 2005	Bad Boy Mowers, LLC
BAD BOY CUTTERS	United States	90009120	June 18, 2020	6548629	November 2, 2021	Bad Boy Mowers, LLC
BAD BOY HANDHELDS	United States	97248737*	February 1, 2022	N/A	N/A	Bad Boy Mowers, LLC
BAD BOY MOWERS	United States	90009082	June 18, 2020	6571963	November 30, 2021	Bad Boy Mowers, LLC
BAD BOY TRACTORS WORK WITH AN ATTITUDE and Design 	United States	90310640	November 10, 2020	6556864	November 9, 2021	Bad Boy Mowers, LLC
BAD BOY TRACTORS WORK WITH AN ATTITUDE	United States	97054224	September 30, 2021	6884445	October 25, 2022	Bad Boy Mowers, LLC

BAD BOY	United States	97470772*	June 22, 2022	N/A	N/A	Bad Boy Mowers, LLC
BAD BOY	United States	97550562*	August 16, 2022	N/A	N/A	Bad Boy Mowers, LLC
BAD BOYS OF AMERICA	United States	97486984*	July 2, 2022	N/A	N/A	Bad Boy Mowers, LLC
BANDIT	United States	97651075	October 27, 2022	N/A	N/A	Bad Boy Mowers, LLC
E SERIES and Design 	United States	97303216	March 9, 2022	N/A	N/A	Bad Boy Mowers, LLC
E SERIES and Design 	United States	97303304*	March 9, 2022	N/A	N/A	Bad Boy Mowers, LLC
E SERIES	United States	97248679*	February 1, 2022	N/A	N/A	Bad Boy Mowers, LLC
MAVERICK	United States	97796681	February 15, 2023	7121998	July 25, 2023	Bad Boy Mowers, LLC
MOW WITH AN ATTITUDE	United States	98083112	July 13, 2023	N/A	N/A	Bad Boy Mowers, LLC
MZ RAMBLER	United States	90579016	March 15, 2021	7043772	May 2, 2023	Bad Boy Mowers, LLC
RAIDER	United States	97915691*	May 1, 2023	N/A	N/A	Bad Boy Mowers, LLC
RAMPAGE	United States	97915708*	May 1, 2023	N/A	N/A	Bad Boy Mowers, LLC
RUSTLE	United States	97915716*	May 1, 2023	N/A	N/A	Bad Boy Mowers, LLC

WORK WITH AN ATTITUDE	United States	97054252	September 30, 2021	6884446	October 25, 2022	Bad Boy Mowers, LLC
ZT AVENGER	United States	97303003	March 9, 2022	N/A	N/A	Bad Boy Mowers, LLC

BAD BOY MOWER

TRADEMARK

RECORDED: 11/14/2023

REEL: 008258 FRAME: 0218