

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Term Loan)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cequent Performance Products, Inc.		06/30/2015	CORPORATION: DELAWARE
Cequent Consumer Products, Inc.		06/30/2015	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 118

Property Type	Number	Word Mark
Registration Number:	4214870	AQUA-CLEAR
Registration Number:	3263494	
Registration Number:	2112774	BOATER'S CHOICE
Registration Number:	2658451	
Registration Number:	3053084	COMFI GRIP
Registration Number:	3234325	GREEN SWEEP
Registration Number:	2987010	GRIP-IT
Registration Number:	2573312	HARPER
Registration Number:	3009626	HARPER HOUSE
Registration Number:	3412042	HARPER QUALITY · CRAFTSMANSHIP · INNOVA
Registration Number:	3002924	HEAVY DUTY
Registration Number:	2653721	HIGHLAND
Registration Number:	3709980	HIGHLAND
Registration Number:	3655851	HIGHLAND ON THE GO
Registration Number:	4286815	IFIT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3046969	LONG REACH DUSTER
Registration Number:	3785783	MAKING OUR ENVIRONMENT A PRIORITY
Registration Number:	2893902	METAL SHIELD
Registration Number:	3256838	METAL SHIELD
Registration Number:	3727972	MICROTUBE
Registration Number:	2168833	
Registration Number:	3709979	PITBULL
Registration Number:	2528208	POWRBRACE
Registration Number:	3049757	POWRWAVE
Registration Number:	4630082	
Registration Number:	4626506	
Registration Number:	2550599	RAMP CHAMP
Registration Number:	3678634	RAMPARTS
Registration Number:	3257233	
Registration Number:	4324158	SPORTWING
Registration Number:	1559867	STA-TYTE
Registration Number:	3121621	TWIST 'N CLEAN
Registration Number:	4088485	VALUE LINE BY HARPER
Registration Number:	3848663	WASHDROPS
Registration Number:	1995492	ACTIVATOR
Registration Number:	1999609	ACTIVATOR II
Registration Number:	4185441	ADVENTURE SYSTEM
Registration Number:	2593596	BARGMAN
Registration Number:	2741905	BRAKEMAN
Registration Number:	3112895	BUILT FOR EXTREMES, DESIGNED FOR EVERYDA
Registration Number:	2553893	D
Registration Number:	0896780	DRAW TITE
Registration Number:	1250935	DRAW.TITE
Registration Number:	2519474	ELECTROTEK
Registration Number:	3571141	HIDDEN HITCH
Registration Number:	1734183	HIDDEN HITCH
Registration Number:	2486994	HIDDEN HITCH
Registration Number:	4397965	HITCHMATCH
Registration Number:	1496080	HITCH PRO
Registration Number:	1364375	INSTA-HITCH
Registration Number:	2973985	INTERLOCK
Registration Number:	2030258	KWIK-SLIDE
Registration Number:	3166254	M.O.V.E.

Property Type	Number	Word Mark
Registration Number:	2005912	MODULITE
Registration Number:	2079313	ON THE BALL
Registration Number:	3117914	ONE WRENCH TIGHTENING SYSTEM
Registration Number:	3473086	P3
Registration Number:	3473085	P3
Registration Number:	2437085	PILOT
Registration Number:	3146669	PLATYPUS
Registration Number:	2549043	POD
Registration Number:	3119928	PRIMUS
Registration Number:	4593293	PRO SERIES
Registration Number:	3448400	PRO SERIES
Registration Number:	2604327	PRODIGY
Registration Number:	1246852	REESE
Registration Number:	2668912	REESE
Registration Number:	4323415	REESE
Registration Number:	3051535	REESE TOWPOWER
Registration Number:	2272639	REMOV-A-BALL
Registration Number:	2297833	REMOV-A-BALL
Registration Number:	2983930	ROLA
Registration Number:	2535727	SHUR-SET III
Registration Number:	2867881	STRAIT-LINE
Registration Number:	1494963	TEKONSHA
Registration Number:	4056918	TESTED TOUGH
Registration Number:	3114795	THE GOOSE
Registration Number:	3557120	TITAN
Registration Number:	1791440	T-ONE
Registration Number:	1791438	T ONE
Registration Number:	3361120	TOW READY
Registration Number:	3222711	ULTRA FRAME
Registration Number:	2427095	VOYAGER
Registration Number:	1493912	WESBAR
Registration Number:	2550410	WESBAR
Registration Number:	2394523	BULLDOG
Registration Number:	3455827	BULLDOG WINCH
Registration Number:	4505002	BX1
Registration Number:	3883365	F2
Registration Number:	1474898	FAS-LOK
Registration Number:	2765091	FULTON

Property Type	Number	Word Mark
Registration Number:	2619566	
Registration Number:	2215138	TRAILER KEEPER
Registration Number:	2843448	WEDGE-LATCH
Registration Number:	2184856	XLT
Registration Number:	3588594	MICROWOOL
Registration Number:	1879667	SERIES 51
Registration Number:	1848178	SHADOWMOUNT
Registration Number:	2160824	SPORT RAMP
Registration Number:	0923108	HB
Serial Number:	86241197	CARBON FORGED
Serial Number:	86492098	CLEANCO
Serial Number:	86365555	FAT STRAP
Serial Number:	86010354	HARPER EST. 1900
Serial Number:	86133451	IFLEX
Serial Number:	85312085	SUREPULL
Serial Number:	86238568	W
Serial Number:	86453475	INVISI-HITCH
Serial Number:	86464712	PRO SERIES
Serial Number:	86464740	PRO SERIES
Serial Number:	85526119	REESE POWER SPORTS
Serial Number:	85970569	STEADI-FLEX
Serial Number:	86387695	WESBARG
Serial Number:	86387697	WESBARG
Serial Number:	85913306	ZCI
Serial Number:	85925394	ZCI ZERO CONTACT INTERFACE
Serial Number:	86631160	SUREPULL
Serial Number:	86254977	VELOCITY SERIES

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124553605
Email: jnull@stblaw.com
Correspondent Name: Jasmine Kaufman
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1911
NAME OF SUBMITTER:	J. Jason Mull

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	07/02/2015
Total Attachments: 11 source=Horizon Trademark Short Form (2) Final 2#page1.tif source=Horizon Trademark Short Form (2) Final 2#page2.tif source=Horizon Trademark Short Form (2) Final 2#page3.tif source=Horizon Trademark Short Form (2) Final 2#page4.tif source=Horizon Trademark Short Form (2) Final 2#page5.tif source=Horizon Trademark Short Form (2) Final 2#page6.tif source=Horizon Trademark Short Form (2) Final 2#page7.tif source=Horizon Trademark Short Form (2) Final 2#page8.tif source=Horizon Trademark Short Form (2) Final 2#page9.tif source=Horizon Trademark Short Form (2) Final 2#page10.tif source=Horizon Trademark Short Form (2) Final 2#page11.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of June 30, 2015 is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Term Loan Credit Agreement, dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Horizon Global Corporation (the “Borrower”), the Lenders, the Collateral Agent, and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 2015, in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all its right, title and interest in Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor agrees, for the benefit of the Collateral Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by such Grantor (including under any trade name or derivations thereof).

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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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.

CEQUENT PERFORMANCE PRODUCTS, INC.

By:  _____

Name: David G. Rice

Title: Vice President

CEQUENT CONSUMER PRODUCTS, INC.

By:  _____

Name: Jay S. Goldbaum

Title: Vice President, Secretary

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: Krys Szremski
Name: Krys Szremski
Title: Vice President

Schedule A

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Application/Serial #</u>	<u>Registration #</u>
Cequent Consumer Products, Inc.	AQUA-CLEAR	85/300,749	4,214,870
Cequent Consumer Products, Inc.	BLUE-HANDLED IMPLEMENT	78/528,417	3,263,494
Cequent Consumer Products, Inc.	BOATER'S CHOICE	75/010,364	2,112,774
Cequent Consumer Products, Inc.	BROOM DESIGN	76/269,213	2,658,451
Cequent Consumer Products, Inc.	CARBON FORGED	86/241,197	
Cequent Consumer Products, Inc.	CLEANCO	86/492,098	
Cequent Consumer Products, Inc.	COMFI GRIP	78/324,567	3,053,084
Cequent Consumer Products, Inc.	FAT STRAP	86/365,555	
Cequent Consumer Products, Inc.	GREEN SWEEP & DESIGN	78/433,456	3,234,325
Cequent Consumer Products, Inc.	GRIP-IT	76/584,408	2,987,010
Cequent Consumer Products, Inc.	HARPER	76/201,769	2,573,312
Cequent Consumer Products, Inc.	HARPER & DESIGN	86/010,354	
Cequent Consumer Products, Inc.	HARPER HOUSE DESIGN	78/397,187	3,009,626
Cequent Consumer Products, Inc.	HARPER MAN LOGO	77/003,970	3,412,042
Cequent Consumer Products, Inc.	HEAVY DUTY	78/399,174	3,002,924
Cequent Consumer Products, Inc.	HIGHLAND	76/267,017	2,653,721
Cequent Consumer Products, Inc.	HIGHLAND	77/538,961	3,709,980

Cequent Consumer Products, Inc.	HIGHLAND ON THE GO	77/586,896	3,655,851
Cequent Consumer Products, Inc.	IFIT	85/498,739	4,286,815
Cequent Consumer Products, Inc.	IFLEX	86/133,451	
Cequent Consumer Products, Inc.	LONG REACH DUSTER	78/410,000	3,046,969
Cequent Consumer Products, Inc.	MAKING OUR ENVIRONMENT A PRIORITY	77/655,605	3,785,783
Cequent Consumer Products, Inc.	METAL SHIELD	78/193,805	2,893,902
Cequent Consumer Products, Inc.	METAL SHIELD & DESIGN	78/207,227	3,256,838
Cequent Consumer Products, Inc.	MICROTUBE	77/742,026	3,727,972
Cequent Consumer Products, Inc.	MISCELLANEOUS DESIGN (BROOM)	75/080,015	2,168,833
Cequent Consumer Products, Inc.	PITBULL	77/538,958	3,709,979
Cequent Consumer Products, Inc.	POWRBRACE	75/802,505	2,528,208
Cequent Consumer Products, Inc.	POWRWAVE	78/508,370	3,049,757
Cequent Consumer Products, Inc.	PRODUCT CONFIGURATION TRADEMARK (PUSH BROOM)	86/103,909	4,630,082
Cequent Consumer Products, Inc.	PRODUCT CONFIGURATION TRADEMARK APPLICATION (PUSH BROOM)	86/165,796	4,626,506
Cequent Consumer Products, Inc.	RAMP CHAMP	75/783,687	2,550,599
Cequent Consumer Products, Inc.	RAMPARTS	77/539,051	3,678,634
Cequent Consumer Products, Inc.	RED-HANDLED IMPLEMENT	78/528,428	3,257,233
Cequent Consumer Products, Inc.	SPORTWING	85/718,033	4,324,158

Cequent Consumer Products, Inc.	STA-TYTE	73/740,916	1,559,867
Cequent Consumer Products, Inc.	SUREPULL	85/312,085	
Cequent Consumer Products, Inc.	TWIST 'N CLEAN	78/410,641	3,121,621
Cequent Consumer Products, Inc.	VALUE LINE BY HARPER	77/966,406	4,088,485
Cequent Consumer Products, Inc.	W & DESIGN	86/238,568	
Cequent Consumer Products, Inc.	WASHDROPS	77/748,885	3,848,663
Cequent Performance Products, Inc.	ACTIVATOR	74/722,184	1,995,492
Cequent Performance Products, Inc.	ACTIVATOR II	74/722,192	1,999,609
Cequent Performance Products, Inc.	ADVENTURE SYSTEM	85/444,334	4,185,441
Cequent Performance Products, Inc.	BARGMAN	76/013,907	2,593,596
Cequent Performance Products, Inc.	BRAKEMAN	78/132,095	2,741,905
Cequent Performance Products, Inc.	BUILT FOR EXTREMES, DESIGNED FOR EVERYDAY LIFE	78/469,965	3,112,895
Cequent Performance Products, Inc.	D & DESIGN (HITCBALL)	76/041,877	2,553,893
Cequent Performance Products, Inc.	DRAW TITE	72/324,897	896,780
Cequent Performance Products, Inc.	DRAW-TITE AND DESIGN	366,802	1,250,935
Cequent Performance Products, Inc.	ELECTROTEK	76/014,689	2,519,474
Cequent Performance Products, Inc.	HIDDEN HITCH	77/184,935	3,571,141
Cequent Performance Products, Inc.	HIDDEN HITCH	74/117,533	1,734,183
Cequent Performance Products, Inc.	HIDDEN HITCH AND DESIGN	75/898,894	2,486,994
Cequent Performance Products, Inc.	HITCHMATCH	85/708,636	4,397,965

Cequent Performance Products, Inc.	HITCH-PRO	73/647,005	1,496,080
Cequent Performance Products, Inc.	INSTA-HITCH	73/534,537	1,364,375
Cequent Performance Products, Inc.	INTERLOCK	78/315,758	2,973,985
Cequent Performance Products, Inc.	INVISI-HITCH	86/453,475	
Cequent Performance Products, Inc.	KWIK SLIDE	75/062,400	2,030,258
Cequent Performance Products, Inc.	M.O.V.E. and Design	78/519,869	3,166,254
Cequent Performance Products, Inc.	MODULITE	74/718,839	2,005,912
Cequent Performance Products, Inc.	ON THE BALL	75/155,245	2,079,313
Cequent Performance Products, Inc.	ONE WRENCH TIGHTENING SYSTEM	78/315,759	3,117,914
Cequent Performance Products, Inc.	P3	77/114,780	3,473,086
Cequent Performance Products, Inc.	P3 and design	77/114,741	3,473,085
Cequent Performance Products, Inc.	PILOT	76/013,910	2,437,085
Cequent Performance Products, Inc.	PLATYPUS	78/519,886	3,146,669
Cequent Performance Products, Inc.	POD AND DESIGN	76/014,687	2,549,043
Cequent Performance Products, Inc.	PRIMUS (STYLIZED)	78/649,942	3,119,928
Cequent Performance Products, Inc.	PRO SERIES	85/560,426	4,593,293
Cequent Performance Products, Inc.	PRO SERIES	77/279,377	3,448,400
Cequent Performance Products, Inc.	PRO SERIES	86/464,712	
Cequent Performance Products, Inc.	PRO SERIES & DESIGN	86/464,740	
Cequent Performance Products, Inc.	PRODIGY	76/259,582	2,604,327

Cequent Performance Products, Inc.	REESE	73/301,163	1,246,852
Cequent Performance Products, Inc.	REESE	76/378,115	2,668,912
Cequent Performance Products, Inc.	REESE & DESIGN	85/681,696	4,323,415
Cequent Performance Products, Inc.	REESE POWER SPORTS	85/526,119	
Cequent Performance Products, Inc.	REESE TOWPOWER (STYLIZED OR WITH DESIGN)	78/267,315	3,051,535
Cequent Performance Products, Inc.	REMOV-A-BALL	75/199,486	2,272,639
Cequent Performance Products, Inc.	REMOV-A-BALL AND DESIGN	75/528,880	2,297,833
Cequent Performance Products, Inc.	ROLA	78/256,737	2,983,930
Cequent Performance Products, Inc.	SHUR-SET III (STYLIZED)	76/014,670	2,535,727
Cequent Performance Products, Inc.	STEADI-FLEX	85/970,569	
Cequent Performance Products, Inc.	STRAIT-LINE	78/177,932	2,867,881
Cequent Performance Products, Inc.	TEKONSHA	73/693,854	1,494,963
Cequent Performance Products, Inc.	TESTED TOUGH	77/921,036	4,056,918
Cequent Performance Products, Inc.	THE GOOSE	78/173,440	3,114,795
Cequent Performance Products, Inc.	TITAN	77/481,058	3,557,120
Cequent Performance Products, Inc.	T-ONE	74/349,288	1,791,440
Cequent Performance Products, Inc.	T-ONE AND DESIGN	74/349,195	1,791,438
Cequent Performance Products, Inc.	TOW READY	78/804,015	3,361,120
Cequent Performance Products, Inc.	ULTRA FRAME	78/895,386	3,222,711
Cequent Performance Products, Inc.	VOYAGER	76/010,090	2,427,095

Cequent Performance Products, Inc.	WESBAR	73/636,191	1,493,912
Cequent Performance Products, Inc.	WESBAR (STYLIZED)	75/627,976	2,550,410
Cequent Performance Products, Inc.	WESBARG	86/387,695	
Cequent Performance Products, Inc.	WESBARG & DESIGN	86/387,697	
Cequent Performance Products, Inc.	ZCI	85/913,306	
Cequent Performance Products, Inc.	ZCI ZERO CONTACT INTERFACE & DESIGN	85/925,394	
Cequent Performance Products, Inc. - Trailer Division	BULLDOG	75/264,844	2,394,523
Cequent Performance Products, Inc. - Trailer Division	BULLDOG WINCH & DESIGN	78/963,365	3,455,827
Cequent Performance Products, Inc. - Trailer Division	BX1	86/037,941	4,505,002
Cequent Performance Products, Inc. - Trailer Division	F2	77/541,433	3,883,365
Cequent Performance Products, Inc. - Trailer Division	FAS-LOK	73/669,929	1,474,898
Cequent Performance Products, Inc. - Trailer Division	FULTON	76/299,232	2,765,091
Cequent Performance Products, Inc. - Trailer Division	MISCELLANEOUS DESIGN (SHAPE OF FORGED COUPLER)	76/030,903	2,619,566
Cequent Performance Products, Inc. - Trailer Division	TRAILER KEEPER	75/202,111	2,215,138
Cequent Performance Products, Inc. - Trailer Division	VELOCITY SERIES	86/254,977	
Cequent Performance Products, Inc. - Trailer Division	WEDGE-LATCH	76/224,196	2,843,448

Cequent Performance Products, Inc. - Trailer Division	XLT	75/201,173	2,184,856
Cequent Consumer Products, Inc.	SUREPULL	86/631,160	
Cequent Consumer Products, Inc.	HARPER QUALITY	77/003,970	3,412,042
Cequent Consumer Products, Inc.	MICROWOOL	77/376,528	3,588,594
Cequent Performance Products, Inc.	SERIES 51	74/501,422	1,879,667
Cequent Performance Products, Inc.	SHADOWMOUNT	74/377,844	1,848,178
Cequent Trailer Products, Inc.	SPORTRAMP	75/070,619	2,160,824
Cequent Trailer Products, Inc.	HB	72/317,840	0,923,108