

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tracker Marine, L.L.C.		09/25/2017	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N. A., as Collateral Agent		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Natl. Assoc.: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	4604175	TRACKER PRO 160	
Registration Number:	4616022	TRACKER PRO TEAM 175 TXW	
Registration Number:	4616023	TRACKER PRO TEAM 175 TF	
Registration Number:	4631650	REGENCY	
Registration Number:	4820876	SUN TRACKER	
Registration Number:	5065674	QUICKLIFT	
Registration Number:	5065677	RAIL-LOCK	
Registration Number:	5006237	NVT NITRO VORTEX TECHNOLOGY	
Registration Number:	4977129	R REGENCY	
Registration Number:	4956023	MAKO	
Registration Number:	5031333	TRACKER BOATS	
Registration Number:	0994293		
Registration Number:	1415762	BASS BUGGY	
Registration Number:	1463411	PARTY HUT	
Registration Number:	1556220	FISH THE FINEST!	
Registration Number:	1505765	TITAN	
Registration Number:	1548209	PARTY BARGE	
Registration Number:	1618655	SUN TRACKER	
Registration Number:	1351600	PROCRAFT	
TRADEMARK			

OP \$1240.00 4604175

Property Type	Number	Word Mark
Registration Number:	1357924	FISHER
Registration Number:	2003023	SILVER KING
Registration Number:	1980661	FISHIN' BARGE
Registration Number:	2115678	MYACHT
Registration Number:	2095128	DURA DECK
Registration Number:	2299724	GRIZZLY
Registration Number:	2407799	TRACKER MARINE LEGENDS TOURNAMENT
Registration Number:	3474967	SEACRAFT
Registration Number:	3835452	POWERGLIDE
Registration Number:	3851970	LEGENDS TOURNAMENT
Registration Number:	3767957	GRIZZLY CAMO
Registration Number:	3909651	SUN TRACKER
Registration Number:	3909653	SUN TRACKER
Registration Number:	3426593	
Registration Number:	3753825	LEADTRACKER
Registration Number:	3714475	AMERICA'S FAVORITE BOATS
Registration Number:	3788909	TOURNAMENT REWARDS
Registration Number:	3894977	BEARHIDE
Registration Number:	3892532	TRACKER BOAT CENTER
Registration Number:	3892533	TRACKER BOATING CENTERS
Registration Number:	2551226	SEACRAFT
Registration Number:	2725576	BLIND DUCK
Registration Number:	2877381	KENNER
Registration Number:	2908546	TRACKER MARINE GROUP
Registration Number:	2928841	TRAILSTAR
Registration Number:	3006633	GALVASHIELD
Registration Number:	3146370	VERSATRACK
Registration Number:	3550246	REGENCY EDITION
Registration Number:	4013461	NO HAGGLE NO HASSLE
Registration Number:	3880058	NO HAGGLE, NO HASSLE

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.

Email: michael.barys@clarivate.com

Correspondent Name: William Wolff

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	93462.00003
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/Michael Barys/
DATE SIGNED:	09/25/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of September 25, 2017, by Tracker Marine, L.L.C. (the “Grantor”), in favor of Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain ABL Guarantee and Collateral Agreement dated as of September 25, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (ii) all goodwill associated therewith or symbolized thereby;
- (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]

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

TRACKER MARINE, L.L.C., as a Grantor

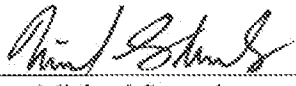
By:


Name: James A. Hagale
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006160 FRAME: 0812

Accepted and Agreed:
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____

Name: Michael Stavrakos

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. TRADEMARKS			
SERIAL NO.	REG. NO.	MARK	OWNER
86011989	4604175	TRACKER PRO 160	TRACKER MARINE, L.L.C.
86011994	4616022	TRACKER PRO TEAM 175 TXW	TRACKER MARINE, L.L.C.
86011997	4616023	TRACKER PRO TEAM 175 TF	TRACKER MARINE, L.L.C.
86220785	4631650	REGENCY	TRACKER MARINE, L.L.C.
86371404	4820876	SUN TRACKER	TRACKER MARINE, L.L.C.
86769213	5065674	QUICKLIFT	TRACKER MARINE, L.L.C.
86771179	5065677	RAIL-LOCK	TRACKER MARINE, L.L.C.
86771181	5006237	NVT NITRO VORTEX TECHNOLOGY	TRACKER MARINE, L.L.C.
86771836	4977129	R REGENCY	TRACKER MARINE, L.L.C.
86837493	4956023	MAKO	TRACKER MARINE, L.L.C.
86881257	5031333	TRACKER BOATS	TRACKER MARINE, L.L.C.
73003617	994293	DESIGN ONLY	TRACKER MARINE, L.L.C.
73587546	1415762	BASS BUGGY	TRACKER MARINE, L.L.C.
73653208	1463411	PARTY HUT	TRACKER MARINE, L.L.C.
73710717	1556220	FISH THE FINEST!	TRACKER MARINE, L.L.C.
73711612	1505765	TITAN	TRACKER MARINE, L.L.C.
73768709	1548209	PARTY BARGE	TRACKER MARINE, L.L.C.
73805284	1618655	SUN TRACKER	TRACKER MARINE, L.L.C.
73516698	1351600	PROCRAFT	TRACKER MARINE, L.L.C.
73521725	1357924	FISHER	TRACKER MARINE, L.L.C.
75001742	2003023	SILVER KING	TRACKER MARINE, L.L.C.
74619168	1980661	FISHIN' BARGE	TRACKER MARINE, L.L.C.
75154416	2115678	MYACHT	TRACKER MARINE, L.L.C.
75170308	2095128	DURA DECK	TRACKER MARINE, L.L.C.
75538437	2299724	GRIZZLY	TRACKER MARINE, L.L.C.
75617510	2407799	TRACKER MARINE LEGENDS TOURNAMENT	TRACKER MARINE, L.L.C.
77215757	3474967	SEACRAFT	TRACKER MARINE, L.L.C.
77011764	3835452	POWERGLIDE	TRACKER MARINE, L.L.C.
77012382	3851970	LEGENDS TOURNAMENT	TRACKER MARINE, L.L.C.
77267539	3767957	GRIZZLY CAMO	TRACKER MARINE, L.L.C.
77268133	3909651	SUN TRACKER	TRACKER MARINE, L.L.C.
77279067	3909653	SUN TRACKER	TRACKER MARINE, L.L.C.
77279082	3426593	DESIGN ONLY	TRACKER MARINE, L.L.C.
77660042	3753825	LEADTRACKER	TRACKER MARINE, L.L.C.
77673849	3714475	AMERICA'S FAVORITE BOATS	TRACKER MARINE, L.L.C.
77771540	3788909	TOURNAMENT REWARDS	TRACKER MARINE, L.L.C.
77818407	3894977	BEARHIDE	TRACKER MARINE, L.L.C.
77967432	3892532	TRACKER BOAT CENTER	TRACKER MARINE, L.L.C.
77967461	3892533	TRACKER BOATING CENTERS	TRACKER MARINE, L.L.C.

U.S. TRADEMARKS			
SERIAL NO.	REG. NO.	MARK	OWNER
75346924	2551226	SEACRAFT	TRACKER MARINE, L.L.C.
76326681	2725576	BLIND DUCK	TRACKER MARINE, L.L.C.
78253782	2877381	KENNER	TRACKER MARINE, L.L.C.
78303015	2908546	TRACKER MARINE GROUP	TRACKER MARINE, L.L.C.
78341399	2928841	TRAILSTAR	TRACKER MARINE, L.L.C.
78408026	3006633	GALVASHIELD	TRACKER MARINE, L.L.C.
78414075	3146370	VERSATRACK	TRACKER MARINE, L.L.C.
78707944	3550246	REGENCY EDITION	TRACKER MARINE, L.L.C.
85040087	4013461	NO HAGGLE NO HASSLE	TRACKER MARINE, L.L.C.
85040171	3880058	NO HAGGLE, NO HASSLE	TRACKER MARINE, L.L.C.