

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED HOLDINGS CO., LTD.		02/05/2020	Corporation: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	WHITE OAK COMMERCIAL FINANCE, LLC		
Street Address:	1155 AVENUE OF THE AMERICAS		
Internal Address:	15TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87369732	POWER TRIP	
Serial Number:	86880895	RADAR	
Serial Number:	86880894	INVERSION	
Serial Number:	86665572	LIGHTNING	
Serial Number:	86429401	LIBERTY	
Serial Number:	86427000	GREENWAY	
Serial Number:	85587367	OVAL	
Serial Number:	85854581	REPACK	
Serial Number:	78729089	B	
Serial Number:	78729019	BREEZER	
Serial Number:	77822648	BREEZER LIGHTNING	
Serial Number:	77792918	VILLAGER	
Serial Number:	73656389	KESTREL	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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>			

OP \$340.00 87369732

Phone: 9737364600
Email: jmacmull@lawfirm.ms
Correspondent Name: Joel G. MacMull, Esq.
Address Line 1: 3 Becker Farm Road
Address Line 2: Suite 105
Address Line 4: Roseland, NEW JERSEY 07068

NAME OF SUBMITTER: JOEL G. MACMULL, ESQ.

SIGNATURE: /JOEL G. MACMULL/

DATE SIGNED: 02/07/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of February 5, 2020, by and between ADVANCED HOLDINGS CO., LTD., a British Virgin Islands corporation ("Grantor"), and WHITE OAK COMMERCIAL FINANCE, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, Lender has entered or is about to enter into a senior secured credit facility with BIKECO, LLC, a Delaware limited liability company ("Borrower") pursuant to which Lender may make loans and provide other financial accommodations to Borrower as set forth in the Loan and Security Agreement, dated as of even date herewith between Borrower, Lender, and the other Loan Parties from time to time party thereto, (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Grantor has entered into or is about to enter into a Guaranty and Security Agreement ("Guaranty") with Lender, guaranteeing the obligations of Borrower to Lender under the Loan Agreement to the extent provided in such Guaranty;

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), but only upon the condition, among others, that Grantor shall have executed and delivered to Lender the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and Guaranty, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Guaranteed Obligations, a continuing security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its United States trademarks, servicemarks, trade names, trade styles, licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing, including those Trademarks and Trademark Intellectual Property Licenses to which it is a party referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of the Guaranteed Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Guaranteed Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of a case under the Bankruptcy Code involving Grantor.

4. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

5. Loan Agreement. This Trademark Security Agreement is a Loan Document. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Guaranty. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty, the Guaranty shall control.

6. Authorization to Supplement. Grantor shall give Lender not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of Grantor under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by e-mail or facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by e-mail or telefacsimile or other electronic

method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER.

(a) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAW PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND DECISIONS OF THE STATE OF NEW YORK.

(b) ALL DISPUTES BETWEEN GRANTOR AND THE LENDER BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO (A) THIS TRADEMARK SECURITY AGREEMENT; (B) ANY OTHER LOAN DOCUMENT OR OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN GRANTOR AND THE LENDER; OR (C) ANY CONDUCT, ACT OR OMISSION OF GRANTOR, THE LENDER OR ANY OF THEIR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT THE LENDER SHALL HAVE THE RIGHT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST GRANTOR OR ITS PROPERTY IN (A) ANY COURTS OF COMPETENT JURISDICTION AND VENUE AND (B) ANY LOCATION SELECTED BY THE LENDER TO ENABLE THE LENDER TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE LENDER. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS (OTHER THAN WITH RESPECT TO SECTION 2 OF THE GUARANTY) OR CROSS-CLAIMS IN ANY PROCEEDING BROUGHT BY THE LENDER. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE LENDER HAS COMMENCED A PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ADVANCED HOLDINGS CO., LTD.

By: HSU CHIEH FAN
Name: Hsu Chieh Fan
Title: Director

LENDER:

**WHITE OAK COMMERCIAL
FINANCE, LLC**

By: _____
Name: Robert L. Dean
Title: Executive Vice President

[Signature Page to Trademark and Security Agreement]

4847-7059-0382, v. 3

**TRADEMARK
REEL: 006859 FRAME: 0515**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ADVANCED HOLDINGS CO., LTD.

By: _____
Name: Hsu Chieh Fan
Title: Director

LENDER:

**WHITE OAK COMMERCIAL
FINANCE, LLC**

By:  _____
Name: Matthew Owings
Title: Vice President

[Signature Page to Trademark and Security Agreement]

SCHEDULE I

TRADEMARKS

Serial Number	Reg. Number	Word Mark
87369732	5897605	POWER TRIP
86880895	5257106	RADAR
86880894	5257105	INVERSION
86665572	4889364	LIGHTNING
86429401	5046132	LIBERTY
86427000	4716511	GREENWAY
85587367	4315950	OVAL
85854581	4863530	REPACK
78729089	3173666	B
78729019	3162211	BREEZER
77822648	3839157	BREEZER LIGHTNING
77792918	3760823	VILLAGER
73656389	1479534	KESTREL

TRADEMARK INTELLECTUAL PROPERTY LICENSES

Trademark Licensing Agreement dated as of _____, 2019 between Advanced Holdings Co. Ltd, as Licensor, and Pacific Glory Worldwide Ltd, as Licensee