

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCA PERFORMANCE, INC.		03/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3966654	BLACK WIDOW	
Registration Number:	4607233	REAPER	
Registration Number:	4926409	SCA PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	327000.028066		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	03/13/2020		
Total Attachments: 5			
source=TSA - SCA Performance, Inc. to Bank of America, N.A., as Administrative Agent#page1.tif			

OP \$90.00 3966654

source=TSA - SCA Performance, Inc. to Bank of America, N.A., as Administrative Agent#page2.tif
source=TSA - SCA Performance, Inc. to Bank of America, N.A., as Administrative Agent#page3.tif
source=TSA - SCA Performance, Inc. to Bank of America, N.A., as Administrative Agent#page4.tif
source=TSA - SCA Performance, Inc. to Bank of America, N.A., as Administrative Agent#page5.tif

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2020 (this “Security Agreement”), is made by SCA PERFORMANCE, INC., a Delaware corporation (the “Grantor”), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, FOX FACTORY HOLDING CORP., a Delaware corporation (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into an Amended and Restated Credit Agreement, dated as of March 11, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Amended and Restated Guaranty and Security Agreement, dated as of March 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees

that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the 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.

SCA PERFORMANCE, INC.,
a Delaware corporation

By: 

Name: Richard T. Winters

Title: Chief Executive Officer

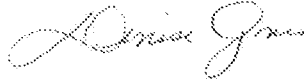
FOX FACTORY, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006891 FRAME: 0564

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

A handwritten signature in cursive script, appearing to read "Denise Jones".

By: _____

Name: Denise Jones
Title: Vice President

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Mark	Reg. No.	Reg. Date
BLACK WIDOW	3966654	05/24/2011
REAPER	4607233	09/16/2014
SCA PERFORMANCE	4926409	03/29/2016

II. TRADEMARK APPLICATIONS

None.