

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fox Head, Inc.		06/10/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88817516	SPEEDFRAME	
Serial Number:	88793521	LEGION	
Serial Number:	88793496	DROPFRAME	
Registration Number:	5904617	MADE FOR	
Serial Number:	88550202	US OPEN OF MOTOCROSS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438.14.0567		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	06/11/2020		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 10th day of June, 2020, by and between Grantor listed on the signature pages hereof (“Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for each member of the Lender Group, each member of the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of February 8, 2017 (as the same may be further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among FOX HOLDCO, INC., a Delaware corporation, as parent (“Parent”), FOX HEAD, INC., a California corporation (“Fox Head” and together with each other Person that becomes a “US Borrower” thereunder after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a “US Borrower”, and individually and collectively, jointly and severally, as “US Borrowers”), FOX HEAD CANADA INC., an Alberta corporation (“Canadian Borrower”), and FOX HEAD EUROPE, S.L.U., a Spanish limited company (“Spanish Borrower” and, together with US Borrowers and Canadian Borrower, referred to hereinafter each individually as a “Borrower”, and individually and collectively, as “Borrowers”), the Lender Group has agreed to make and/or continue to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Hybrid Credit Agreement”) by and among HYBRID HOLDINGS, INC., a Delaware corporation, as parent (“Hybrid Parent”), HYBRID JEM LLC, a California limited liability company (“Hybrid JEM”), HYBRID PROMOTIONS, LLC, a California limited liability company (“Hybrid”), JEM SPORTSWEAR, a California corporation (“Jem Sportswear”; and together with Hybrid JEM, Hybrid, and each other Person that becomes a “Borrower” thereunder after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a “Hybrid Borrower”, and individually and collectively, jointly and severally, as “Hybrid Borrowers”), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Hybrid Lender”), and Wells Fargo as Agent (as defined therein), the Hybrid Lender Group has agreed to make and/or continue to make certain financial accommodations available to Hybrid Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make and/or continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, and the members of the Hybrid Lender Group and the Hybrid Bank Product Providers are willing to make and/or continue to make the financial accommodations to Hybrid Borrowers as provided for in the Hybrid Credit Agreement, the other Hybrid Loan Documents, and the Hybrid Bank Product Agreements, but only upon the condition, among others, that Grantor and certain other “Grantors” party thereto shall have executed and delivered to Agent, for the benefit of the Lender Group, the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated as of February 8, 2017 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers, 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 and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, each member of the Hybrid Lender Group, each of the Bank Product Providers and each of the Hybrid Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “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 Trademarks and Trademark Intellectual Property Licenses to which it is a party including those 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 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 SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the other members of the Hybrid Lender Group, the Bank Product Providers, the Hybrid Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement or on any notice delivered to Agent under this Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement or notice.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[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:

FOX HEAD, INC.,
a California corporation

By:  _____

Name: Tanya Fischesser

Title: Chief Financial Officer

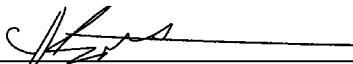
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006963 FRAME: 0908

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
a national banking association

By: 
Name: Cameron Scott
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	OWNER	SERIAL NO./REG. NO.
SPEEDFRAME	Fox Head, Inc. (Applicant)	88817516
LEGION	Fox Head, Inc. (Applicant)	88793521
DROPFRAME	Fox Head, Inc. (Applicant)	88793496
MADE FOR	Fox Head, Inc.	88073797 / 5904617
US OPEN OF MOTOCROSS	Fox Head, Inc. (Applicant)	88550202

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