

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Briggs & Stratton Corporation		08/03/2020	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88684971	QUANTUM	
Serial Number:	88684867	SPRINT	
Serial Number:	88684992	YARD KING	
Serial Number:	75479204	I S	
Serial Number:	75766098	GROUNDS CRUISER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0136 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	08/03/2020		
Total Attachments: 5			

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Grant of Security Interest in Trademarks

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 3, 2020 (this “**Agreement**”), is made by BRIGGS & STRATTON CORPORATION, a Wisconsin corporation (the “**Granting Pledgor**”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

WHEREAS, pursuant to that certain Revolving Credit Agreement dated as of September 27, 2019 by and among BRIGGS & STRATTON CORPORATION, a Wisconsin corporation (the “**Lead Borrower**”), each of the other Borrowers, the Lenders, the Issuing Banks, and JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent, and the other parties from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Pledgors entered into that certain U.S. Collateral Agreement dated as of September 27, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), by and among the Lead Borrower, each of the Pledgors from time to time party thereto, and JPMORGAN CHASE BANK, N.A., as collateral agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”), pursuant to which the Granting Pledgor assigned, and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below) of the Granting Pledgor;

WHEREAS, pursuant to the Collateral Agreement, the Granting Pledgor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office and CIPO.

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

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Granting Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, for the benefit of the Secured Parties, and grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Granting Pledgor’s right, title and interest in, to and under any and all of the following assets and properties (collectively, but excluding any Excluded Property, the “**Trademark Collateral**”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos and other source or business identifiers, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, CIPO or any similar offices in any State of the United States, any Province of Canada or any other country or any political subdivision thereof, and all renewals thereof, including those United States and Canadian registrations and applications listed on Schedule I; (b) all goodwill associated with or symbolized by the foregoing; (c) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing; (d) 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, dilutions or other violations thereof; and (e) all other rights accruing thereunder or pertaining thereto throughout the world (“**Trademarks**”);

provided, however, that the foregoing assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” Trademark application, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any Trademark registration issued as a result of such application under applicable federal law.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Granting Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BRIGGS & STRATTON CORPORATION

By: 

Name: Andrea L. Golvach

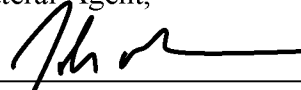
Title: Vice President and Treasurer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007013 FRAME: 0527

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

By:



Name: John Morrone

Title: Authorized Signer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007013 FRAME: 0528

Schedule I
to Grant of Security Interest in Trademarks

Trademarks Owned by Briggs & Stratton Corporation

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
QUANTUM	88684971	11/8/2019
SPRINT	88684867	11/8/2019
YARD KING	88684992	11/8/2019
I S	75/479,204	5/4/1998
GROUNDS CRUISER	75/766,098	8/2/1999