

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fox Head, Inc.		03/31/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wingspire Capital LLC		
Street Address:	Deerfield Corporate Center		
Internal Address:	13010 Morris Rd., Bldg. 1, Suite 175		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	1318236	FOX	
Registration Number:	1568070		
Registration Number:	2188305		
Registration Number:	2234764		
Registration Number:	2232648	FOX	
Registration Number:	2189804	FOX	
Registration Number:	2194132		
Registration Number:	2192660	FOX	
Registration Number:	2192661		
Registration Number:	2181243	FOX	
Registration Number:	2298810		
Registration Number:	2362788		
Registration Number:	2296775		
Registration Number:	2419625	PILOT	
Registration Number:	2747574	SHIFT	
Registration Number:	2847631	SHIFT	
Registration Number:	2747575	SHIFT	
Registration Number:	3021302	SHIFTMX	

CH \$1615.00 1318236

Property Type	Number	Word Mark
Registration Number:	2711103	SHIFT
Registration Number:	2781483	FOXGIRL
Registration Number:	3703862	FOXGIRL
Registration Number:	3151681	
Registration Number:	3151835	
Registration Number:	3143175	FOX
Registration Number:	3160138	FOX
Registration Number:	3276323	FOX RACING
Registration Number:	3276324	FOX RACING
Registration Number:	3320801	S
Registration Number:	3320803	S
Registration Number:	3309276	S
Registration Number:	3309278	S
Registration Number:	3309293	FOX
Registration Number:	3309294	FOX
Registration Number:	3309295	FOX
Registration Number:	3309296	FOX
Registration Number:	3367072	FOX DELUXE
Registration Number:	4091615	MOTO-X FOX
Registration Number:	3736401	FOX
Registration Number:	3994645	FOXTECH
Registration Number:	4431094	FOX HEAD
Registration Number:	4435246	FOX RACING
Registration Number:	4639332	SHIFT S
Registration Number:	5074447	FLEXAIR
Registration Number:	5028400	METAH
Registration Number:	5352903	
Registration Number:	5352904	FOX
Registration Number:	5266882	PROFRAME
Registration Number:	5210894	TRUSEAL
Registration Number:	5159515	TRUDRI
Registration Number:	5175188	TRUMOTION
Registration Number:	5460037	LB
Registration Number:	5725041	
Registration Number:	5589946	
Registration Number:	5791857	TRUFEEL
Registration Number:	5904617	MADE FOR
Registration Number:	5868167	

Property Type	Number	Word Mark
Registration Number:	6146517	DROPFRAME
Registration Number:	6254900	LEGION
Registration Number:	6188658	SPEEDFRAME
Registration Number:	6274364	
Registration Number:	6256548	FOX
Serial Number:	88817076	NAUGHTY FOX
Serial Number:	88953534	FOX
Serial Number:	90223165	

CORRESPONDENCE DATA

Fax Number: 7044441111

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.

Phone: 7044441124

Email: elaine.hunt@alston.com

Correspondent Name: Michele M. Glessner

Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 04/05/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among FOX HEAD, INC., a California corporation (the "Grantor"), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of March 31, 2021, by and among FOX HOLDCO, INC., a Delaware corporation ("Holdings"), the Grantor, FOX HEAD CANADA, INC., a corporation organized under the laws of Alberta ("Fox Head Canada"), the other Subsidiaries of the Grantor from time to time party thereto as "Borrowers" (the Grantor, together with Fox Canada and such subsidiaries each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Subsidiaries of the Grantor from time to time party thereto as Guarantors (Holdings, together with such subsidiaries, each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of March 31, 2021, by and among the "Grantors" party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantor has secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing, and

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

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

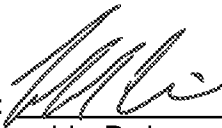
FOX HEAD, INC.

By: 
Name: Taryn Fischesser
Title: Chief Financial Officer

[FOX—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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WINGSPIRE CAPITAL LLC, as Administrative Agent

By: 

Name: John Rosin











Title: President and Chief Operating Officer







[FOX—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007244 FRAME: 0550

SCHEDULE I

TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
FOX and Design 	United States	RN: 1,318,236 SN: 73/401,867	Nov. 8, 1982	Feb. 5, 1985
Design only 	United States	RN: 1,568,070 SN: 73/771,424	Dec. 27, 1988	Nov. 28, 1989
Design only 	United States	RN: 2,188,305 SN: 75/169,847	Sep. 23, 1996	Sep. 8, 1998
Design only 	United States	RN: 2,234,764 SN: 75/169,848	Sep. 23, 1996	Mar. 23, 1999
FOX and Design 	United States	RN: 2,232,648 SN: 75/170,434	Sep. 23, 1996	Mar. 16, 1999
FOX and Design 	United States	RN: 2,189,804 SN: 75/170,435	Sep. 23, 1996	Sep. 15, 1998
Design only 	United States	RN: 2,194,132 SN: 75/170,436	Sep. 23, 1996	Oct. 6, 1998
FOX and Design 	United States	RN: 2,192,660 SN: 75/170,437	Sep. 23, 1996	Sep. 29, 1998
Design only 	United States	RN: 2,192,661 SN: 75/170,438	Sep. 23, 1996	Sep. 29, 1998
FOX and Design 	United States	RN: 2,181,243 SN: 75/170,440	Sep. 23, 1996	Aug. 11, 1998

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
<i>Design only</i> 	United States	RN: 2,298,810 SN: 75/410,141	Dec. 23, 1997	Dec. 7, 1999
<i>Design only</i> 	United States	RN: 2,362,788 SN: 75/410,168	Dec. 23, 1997	Jun. 27, 2000
<i>Design only</i> 	United States	RN: 2,296,775 SN: 75/410,332	Dec. 23, 1997	Nov. 30, 1999
PILOT <i>Typed Drawing</i>	United States	RN: 2,419,625 SN: 75/486,008	May 15, 1998	Jan. 9, 2001
SHIFT <i>Typed Drawing</i>	United States	RN: 2,747,574 SN: 75/721,263	Jun. 4, 1999	Aug. 5, 2003
SHIFT <i>Typed Drawing</i>	United States	RN: 2,847,631 SN: 75/721,770	Jun. 4, 1999	Jun. 1, 2004
SHIFT <i>Typed Drawing</i>	United States	RN: 2,747,575 SN: 75/721,771	Jun. 4, 1999	Aug. 5, 2003
SHIFTMX <i>Typed Drawing</i>	United States	RN: 3,021,302 SN: 76/275,802	Jun. 21, 2001	Nov. 29, 2005
SHIFT <i>Typed Drawing</i>	United States	RN: 2,711,103 SN: 76/404,291	May 6, 2002	April 29, 2003
FOXGIRL <i>Typed Drawing</i>	United States	RN: 2,781,483 SN: 76/440,532	Aug. 14, 2002	Nov. 11, 2003
FOXGIRL <i>Typed Drawing</i>	United States	RN: 3,703,862 SN: 76/443,623	Aug. 26, 2002	Nov. 3, 2009
<i>Design only</i> 	United States	RN: 3,151,681 SN: 78/408,646	April 27, 2004	Oct. 3, 2006
<i>Design only</i> 	United States	RN: 3,151,835 SN: 78/470,973	Aug. 20, 2004	Oct. 3, 2006
FOX <i>and Design</i> 	United States	RN: 3,143,175 SN: 78/471,303	Aug. 20, 2004	Sep. 12, 2006

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Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
FOX and Design 	United States	RN: 3,160,138 SN: 78/471,337	Aug. 20, 2004	Oct. 17, 2006
FOX RACING	United States	RN: 3,276,323 SN: 78/473,142	Aug. 25, 2004	Aug. 7, 2007
FOX RACING	United States	RN: 3,276,324 SN: 78/473,230	Aug. 25, 2004	Aug. 7, 2007
S and Design 	United States	RN: 3,320,801 SN: 78/773,570	Dec. 14, 2005	Oct. 23, 2007
S and Design 	United States	RN: 3,320,803 SN: 78/773,618	Dec. 14, 2005	Oct. 23, 2007
S and Design 	United States	RN: 3,309,276 SN: 78/773,663	Dec. 14, 2005	Oct. 9, 2007
S and Design 	United States	RN: 3,309,278 SN: 78/773,701	Dec. 14, 2005	Oct. 9, 2007
FOX and Design 	United States	RN: 3,309,293 SN: 78/774,490	Dec. 15, 2005	Oct. 9, 2007
FOX and Design 	United States	RN: 3,309,294 SN: 78/774,550	Dec. 15, 2005	Oct. 9, 2007
FOX and Design 	United States	RN: 3,309,295 SN: 78/774,576	Dec. 15, 2005	Oct. 9, 2007

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Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
FOX and Design 	United States	RN: 3,309,296 SN: 78/774,602	Dec. 15, 2005	Oct. 9, 2007
FOX DELUXE	United States	RN: 3,367,072 SN: 78/894,684	May 26, 2006	Jan. 8, 2008
MOTO-X FOX <i>Typed Drawing</i>	United States	RN: 4,091,615 SN: 78/981,502	Dec. 9, 2002	Jan. 24, 2012
FOX	United States	RN: 3,736,401 SN: 77/744,940	May 26, 2009	Jan. 12, 2010
FOXTECH	United States	RN: 3,994,645 SN: 77/912,395	Jan. 14, 2010	Jul. 12, 2011
FOX HEAD	United States	RN: 4,431,094 SN: 85/723,669	Sep. 7, 2012	Nov. 12, 2013
FOX RACING	United States	RN: 4,435,246 SN: 85/824,168	Jan. 16, 2013	Nov. 19, 2013
SHIFT S and Design 	United States	RN: 4,639,332 SN: 85/911,889	April 23, 2013	Nov. 18, 2014
FLEXAIR	United States	RN: 5,074,447 SN: 86/703,109	Jul. 23, 2015	Nov. 1, 2016
METAH	United States	RN: 5,028,400 SN: 86/704,371	Jul. 24, 2015	Aug. 23, 2016
<i>Design only</i> 	United States	RN: 5,352,903 SN: 86/793,721	Oct. 20, 2015	Dec. 12, 2017
FOX and Design 	United States	RN: 5,352,904 SN: 86/793,787	Oct. 20, 2015	Dec. 12, 2017
PROFRAME	United States	RN: 5,266,882 SN: 86/913,402	Feb. 19, 2016	Aug. 15, 2017
TRUSEAL	United States	RN: 5,210,894 SN: 87/079,248	Jun. 21, 2016	May 23, 2017
TRUDRI	United States	RN: 5,159,515 SN: 87/080,326	Jun. 22, 2016	Mar. 14, 2017

ACTIVE 48987142v3

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Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
TRUMOTION	United States	RN: 5,175,188 SN: 87/082,219	Jun. 23, 2016	April 4, 2017
LB and Design 	United States	RN: 5,460,037 SN: 87/307,000	Jan. 19, 2017	May 1, 2018
Design only 	United States	RN: 5,725,041 SN: 87/839,030	Mar. 19, 2018	April 16, 2019
Design only 	United States	RN: 5,589,946 SN: 87/839,032	Mar. 19, 2018	Oct. 23, 2018
TRUFEEL	United States	RN: 5,791,857 SN: 87/928,889	May 20, 2018	Jul. 2, 2019
MADE FOR	United States	RN: 5,904,617 SN: 88/073,797	Aug. 10, 2018	Nov. 5, 2019
Design only 	United States	RN: 5,868,167 SN: 88/349,344	Mar. 20, 2019	Sep. 24, 2019
DROPFRAME	United States	RN: 6,146,517 SN: 88/793,496	Feb. 11, 2020	Sep. 8, 2020
LEGION	United States	RN: 6,254,900 SN: 88/793,521	Feb. 11, 2020	Jan. 26, 2021
NAUGHTY FOX and Design  NAUGHTY FOX	United States	RN: n/a SN: 88/817,076	Mar. 2, 2020	n/a
SPEEDFRAME	United States	RN: 6,188,658 SN: 88/817,516	Mar. 2, 2020	Nov. 3, 2020
FOX (Stylized) 	United States	RN: n/a SN: 88/953,534	Jun. 8, 2020	n/a

ACTIVE 48987142v3

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Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
<i>Design only</i> 	United States	RN: 6,274,364 SN: 88/953,629	Jun. 8, 2020	Feb. 16, 2021
FOX and Design 	United States	RN: 6,256,548 SN: 90/027,040	Jun. 29, 2020	Jan. 26, 2021
<i>Design only</i> 	United States	RN: n/a SN: 90/223,165	Sep. 29, 2020	n/a

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