

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superwinch, LLC		03/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 S. Wacker Drive, Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3187067	S SUPERWINCH	
Registration Number:	3315879	SUPERWINCH	
Registration Number:	2865813	SUPERWINCH	
Registration Number:	1105048	SUPERWINCH	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLp		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	41357-0031		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	04/08/2015		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 24, 2015, is made by Superwinch, LLC, a Delaware limited liability company (the "Company"), in favor of TCF National Bank (the "Lender").

RECITALS

WHEREAS, the Company, Superwinch Group, Inc., a Delaware corporation ("Holdings"), Superwinch Holding LLC, a Delaware limited liability company ("Parent"), Superwinch Merger Sub, LLC, a Delaware limited liability company ("Merger Sub"; the Company, Holdings, Parent and Merger Sub are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), and the Lender are parties to a Credit Agreement dated as of March 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make certain loans to the Company and Merger Sub;

WHEREAS, the Obligors and the Lender are parties to a Security Agreement dated as of March 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, the Company has granted to the Lender a security interest in substantially all the assets of the Company, including, with the exception of the Excluded Property (as such term is defined in the Security Agreement), all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Lender a security interest in all of the Company's right, title and interest in and to the following, whether now existing or hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or

licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");


provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement and the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Credit Agreement or the Security Agreement, the Credit Agreement or the Security Agreement, respectively, will govern. Each of the Company and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUPERWINCH, LLC

By: 
Name: David Burns
Title: Chief Executive Officer and President

Acknowledged and agreed to:

TCF NATIONAL BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUPERWINCH, LLC

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

TCF NATIONAL BANK

By: Thomas O. Karkle
Name: Thomas O. Karkle
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark	Jurisdiction Country	Application No.	Registration No.	Application Date	Registration Date	Status	Owner
Superwinch	Australia	733303	733303	28-APR-1997	28-APR-1997	Registered	Superwinch, LLC
S Superwinch Design	Canada	1368834	TMA729796	17-OCT-2007	01-DEC-2008	Registered	Superwinch, LLC
Superwinch	Canada	1368836	TMA747181	17-OCT-2007	09-SEP-2009	Registered	Superwinch, LLC
Superwinch Design	Canada	1368835	TMA750961	17-OCT-2007	23-OCT-2009	Registered	Superwinch, LLC
S Superwinch Design	China	6388195	6388195	19-NOV-2007	07-MAR-2010	Registered	Superwinch, LLC
Superwinch	China	6388196	6388196	19-NOV-2007	07-MAR-2010	Registered	Superwinch, LLC
Superwinch	China	6388194	6388194	19-NOV-2007	07-MAR-2010	Registered	Superwinch, LLC
Superwinch	European Community	1537513	1537513	03-MAR-2000	11-SEP-2001	Registered	Superwinch, Inc.
S Superwinch Design	Hong Kong	300988877	300988877	07-NOV-2007	07-NOV-2007	Registered	Superwinch, LLC
P/S Superwinch	Sweden	1999/01783	339957	03-MAR-1999	01-SEP-2000	Registered	Superwinch, Inc.
S Superwinch Design	Taiwan	096058110	01328278	10-DEC-2007	16-SEP-2008	Registered	Superwinch, LLC
Superwinch	Taiwan	096058113	01328280	10-DEC-2007	16-SEP-2008	Registered	Superwinch, LLC
Superwinch	Taiwan	096058111	01328279	10-DEC-2007	16-SEP-2008	Registered	Superwinch, LLC
S Superwinch Design	U.S. Federal	78812383	3187067	10-FEB-2006	19-DEC-2006	Registered	Superwinch, LLC
Superwinch	U.S. Federal	77064983	3315879	18-MAY-2013	23-OCT-2007	Registered	Superwinch, LLC
Superwinch	U.S. Federal	76528947	2865813	11-JUL-2003	20-JUL-2004	Registered	Superwinch, LLC
Superwinch	U.S. Federal	73097317	1105048	20-AUG-1976	20-AUG-1976	Registered	Superwinch, LLC

Trademark	Jurisdiction Country	Application No.	Registration No.	Application Date	Registration Date	Status	Owner
Superwinch	United Kingdom	2642032	2642032	13-NOV-2012	28-MAR- 2014	Registered	Superwinch, LLC

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