

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.S.V., Inc.		12/19/2014	CORPORATION: MINNESOTA
Loeering Mfg. Inc.		12/19/2014	CORPORATION: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
Internal Address:	22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2137031	ELIMINATOR	
Registration Number:	3480136	ASV	
Registration Number:	2836784	L	
Registration Number:	2643693	LOEGERING	
Registration Number:	2640361	L LOEGERING	
Registration Number:	2836785	L LOEGERING	
Registration Number:	2107066	MUD BUCKET	
Registration Number:	4480035	POSI-TRACK	
Registration Number:	3447776	VTS	
Registration Number:	3112705	VTS VERSATILE TRACK SYSTEM	
Registration Number:	3442693	VTS-Q	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.digrande@goldbergkohn.com		
TRADEMARK			

OP \$290.00 2137031

Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1075.255

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn digrande/

DATE SIGNED: 01/15/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of December 19, 2014 by A.S.V., Inc., a Minnesota corporation and the other Loan Parties party hereto (each a "Grantor" and, together, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent").

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantors, the other Loan Parties party thereto, Administrative Agent, as a Lender and as administrative agent for the Lenders, and the Lenders party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its own benefit and for the benefit of the Lenders, among other things, a continuing security interest in certain of such Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Each 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, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of Lenders, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and

future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]


IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTORS:

A.S.V., INC., a Minnesota corporation


By: 
Name: ERIC I COHEN
Title: Vice President

LOEGERING MFG. INC.

By: 
Name: ERIC I COHEN
Title: Vice President

AGREED AND ACCEPTED:

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

By: 
Name: David A. Lehner
Title: Authorized Officer

SCHEDULE A

TRADEMARKS

Trademark	Class	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
POSI-TRACK	7	Australia	Registered	1529541	5-Dec-12	1529541	8-Jul-13	A.S.V., Inc.
LOEGERING	7	Canada	Registered	1,089,501	16-Mar-00	TMA589414	10-Sep-03	Loeering, Mfg. Inc.
POSI-TRACK	7	Canada	Registered	1,613,664	7-Feb-13	TMA873065	11-Mar-14	A.S.V., Inc.
ELIMINATOR	7	US	Registered	75/228,022	18-Jan-97	2137031	17-Feb-98	Loeering, Mfg. Inc.
ASV & Design	7	US	Registered	77/361,656	31-Dec-97	3480136	5-Aug-08	A.S.V., Inc.
L - stylized	7	US	Registered	76/002,142	16-Mar-00	2836784	27-Apr-04	Loeering, Mfg. Inc.
LOEGERING	7	US	Registered	76/002,400	16-Mar-00	2643693	29-Oct-02	Loeering, Mfg. Inc.
LOEGERING and design	7	US	Registered	76/002,344	16-Mar-00	2640361	22-Oct-02	Loeering, Mfg. Inc.
LOEGERING and design	7	US	Registered	76/002,607	16-Mar-00	2836785	27-Apr-04	Loeering, Mfg. Inc.
MUD BUCKET	12	US	Registered	75/181,703	15-Oct-96	2107066	21-Oct-16	Loeering, Mfg. Inc.
POSI-TRACK	7	US	Registered	85/843,340	7-Feb-13	4480035	11-Feb-14	A.S.V., Inc.
VTS	12	US	Registered	77/151,911	9-Apr-07	3447776	17-Jun-08	Loeering, Mfg. Inc.
VTS VERSATILE TRACK SYSTEM	12	US	Registered	78/382,618	11-Mar-04	3112705	4-Jul-06	Loeering, Mfg. Inc.
VTS-Q	12	US	Registered	78/854,186	5-Apr-06	3442693	3-Jun-08	Loeering, Mfg. Inc.

COMMON LAW (UNREGISTERED) TRADEMARK

Trademark	Country	Owner
SCOUT	US	A.S.V., Inc.
	Canada	