

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J&P Cycles, LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2028995	J & P CYCLES	
Registration Number:	3989451	J&P CYCLES	
Registration Number:	2027275	J&P CYCLES	
Registration Number:	2024131	KEEPING THE WORLD ON 2 WHEELS	
Registration Number:	4702100	MILWAUKEE TWINS	
Registration Number:	4440144	MOTORCYCLE SUPERSTORE	
Registration Number:	4447317	MOTORCYCLE USA	
Registration Number:	2794846	MOTORCYCLEUSA.COM	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (130735-01012 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$215.00 2028995

ATTORNEY DOCKET NUMBER:	130735-01012
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	01/31/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2020, is made by **J&P CYCLES, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **JPMORGAN CHASE BANK, N.A.**, as Lender under the below-defined Credit Agreement (the "Grantee"). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of March 21, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, inter alia, the Grantor and certain of the Grantor's affiliates as borrowers (the "Borrowers") and Grantee, as Lender, which provides for extensions of credit and other financial accommodations to be made to Borrowers by Lender; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of March 21, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby collaterally assign, pledge and grant to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION. The terms of Sections 8.09 (“Governing Law, Jurisdiction, Consent to Service of Process”) and 8.10 (“WAIVER OF JURY TRIAL”) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

This Trademark Security Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier, facsimile transmission or electronic mail (in a pdf format) in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

GRANTOR:

J&P CYCLES, LLC,
a Delaware limited Liability company

By:  _____

Name: Greg Teed

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006853 FRAME: 0137

Acknowledged:

GRANTEE:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Joseph K. Kotusky

Title: Authorized Officer

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 006853 FRAME: 0138

**Schedule 1
to
Trademark Security Agreement**

TRADEMARK REGISTRATIONS

	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
1.	J & P CYCLES	75/067115	03/04/1996	2028995	01/07/1997	Registered	J&P Cycles, LLC
2.	J&P CYCLES	85/174317	11/11/2010	3989451	07/05/2011	Registered	J&P Cycles, LLC, successor by merger to J&P Cycles, Inc.
3.	J&P CYCLES and Design	75/065354	02/29/1996	2027275	12/31/1996	Registered	J&P Cycles, LLC
4.	KEEPING THE WORLD ON 2 WHEELS	75/065337	02/29/1996	2024131	12/17/1996	Registered	J&P Cycles, LLC
5.	MILWAUKEE TWINS	85/827844	01/21/2013	4702100	03/17/2015	Registered	J&P Cycles, LLC
6.	MOTORCYCLE SUPERSTORE	85/908685	04/18/2013	4440144	11/26/2013	Registered	J&P Cycles, LLC
7.	MOTORCYCLE USA	85/908688	04/18/2013	4447317	12/10/2013	Registered	J&P Cycles, LLC
8.	MOTORCYCLEUSA.COM	78/193090	12/10/2002	2794846	12/16/2003	Registered	J&P Cycles, LLC

TRADEMARK APPLICATIONS

None.