

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI163380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marucci Sports, LLC		04/12/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Blvd, Mail Code NC 0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	3061358	MARUCCI	
Registration Number:	5155640	MARUCCI	
Registration Number:	3957838	MARUCCI	
Registration Number:	3957837	M MARUCCI	
Registration Number:	4072130	MARUCCI	
Registration Number:	4076680	MARUCCI ELITE	
Registration Number:	4404206	M	
Registration Number:	4312978	HONOR THE GAME	
Registration Number:	4627224	HIGHSPEED	
Registration Number:	4792779	M	
Registration Number:	4983645	HITTER'S HOUSE	
Registration Number:	4872667		
Registration Number:	5656482	MARUCCI	
Registration Number:	5456518	CONNECT	
Registration Number:	5728455	DURASPEED	
Registration Number:	5656481	M	
Registration Number:	5764070	F5	
Registration Number:	5764069	F5	
Registration Number:	5456519	HONOR THE GAME	

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Property Type	Number	Word Mark
Registration Number:	5926982	CATFX
Registration Number:	5563668	M
Registration Number:	6768463	LOCKER ROOM
Registration Number:	6555694	MARUCCI CLUBHOUSE
Registration Number:	5932159	CAT
Registration Number:	5932160	CAT6
Registration Number:	5932161	CAT7
Registration Number:	5932162	CAT8
Registration Number:	6073080	CAT COMPOSITE
Registration Number:	6918660	CAT X
Registration Number:	6207068	ECHO
Registration Number:	6207069	ECHO CONNECT
Registration Number:	3739754	CARPENTER
Registration Number:	6118560	CMOD
Registration Number:	6118561	CMOD
Registration Number:	6599308	LONGITUDINAL GROOVE SYSTEM
Registration Number:	6464891	LGS
Registration Number:	6464892	LGS
Serial Number:	97083570	NIGHTSHIFT
Serial Number:	97083572	NIGHTSHIFT

CORRESPONDENCE DATA

Fax Number:

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: (704)503-2560

Email: mmcgill@kslaw.com

Correspondent Name: Genevieve Margaret McGill

Address Line 1: 300 S. Tryon, Ste 1700

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18464.515078
NAME OF SUBMITTER:	Genevieve McGill
SIGNATURE:	Genevieve McGill
DATE SIGNED:	04/15/2024

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2024 (this “Security Agreement”), is made by Marucci Sports, LLC, a Delaware limited liability company (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, FOX FACTORY HOLDING CORP., a Delaware corporation (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Credit Agreement, dated as of April 5, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of April 5, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4. Counterparts. This Security 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.

Section 5. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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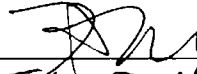
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARUCCI SPORTS, LLC, as Grantor

By: _____

Name:

Title:


Toby D. Meekant
Secretary

[Signature Page to Trademark Security Agreement]

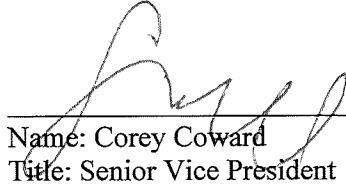
TRADEMARK
REEL: 008398 FRAME: 0654

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By:


Name: Corey Coward
Title: Senior Vice President

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Mark	Reg No	Reg Date
MARUCCI (word)	3,061,358	2-21-2006
MARUCCI (word)	5,155,640	3-7-2017
MARUCCI (class 28)	3,957,838	5-10-2011
M Marucci (design)	3,957,837	5-10-2011
MARUCCI (class 25)	4,072,130	12-13-2011
MARUCCI ELITE	4,076,680	12-27-2011
M (stylized letter)	4,404,206	9-17-2013
HONOR THE GAME	4,312,978	4-2-2013
HIGHSPEED	4,627,224	10-28-2014
M (stylized letter)	4,792,779	8-18-2015
HITTER'S HOUSE	4,983,645	6-21-2016
Barrel Ring design for bat	4,872,667	12-22-2015
MARUCCI	5,656,482	1-15-2019
CONNECT	5,456,518	5-1-2018
DURASPEED (word)	5,728,455	4-16-2019
M (stylized letter)	5,656,481	1-15-2019
F5 (word)	5,764,069	5-28-2019
F5 (design)	5,764,070	5-28-2019
HONOR THE GAME	5,456,519	5-1-2018
CAT FX	5,926,982	12-13-2019
M (stylized letter)	5,563,668	9-18-2018
LOCKER ROOM	6,768,463	6-21-2022
MARUCCI CLUBHOUSE	6,555,694	11-9-2021
MARUCCI Clubhouse (design)	6,302,042	3-23-2021
CAT	5,932,159	12-10-2019
CAT6	5,932,160	12-10-2019
CAT7	5,932,161	12-10-2019
CAT8	5,932,162	12-10-2019
CAT COMPOSITE	6,073,080	6-9-2020
CAT9	6,252,280	1-19-2021
CATX	6,918,660	12-6-2022
ECHO	6,207,068	11-24-2020
ECHO CONNECT	6,207,069	11-24-2020
CARPENTER	3,739,754	1-19-2010
CMOD (word)	6,118,560	8-4-2020
CMOD (design)	6,118,561	8-4-2020
LONGITUDINAL GROOVE SYSTEM	6,599,308	12-21-2021
LGS (word)	6,464,891	8-24-2021
LGS (design)	6,464,892	8-24-2021

II. TRADEMARK APPLICATIONS

Mark	Appl. No.	Filing Date
NIGHTSHIFT (word)	97/083,570	10-20-2021
NIGHTSHIFT (stylized)	97/083,572	10-20-2021