

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNION BANK, N.A.	FORMERLY Union Bank of California, N.A.	12/23/2011	INC. ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	K & N ENGINEERING, INC.
Street Address:	1455 Citrus Street
City:	Riverside
State/Country:	CALIFORNIA
Postal Code:	92507
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2570869	TYPHOON INTAKE SYSTEMS
Registration Number:	2475641	TYPHOON
Registration Number:	2581371	K&N
Registration Number:	2689164	FIPK
Registration Number:	2654900	FUEL INJECTIONPERFORMANCE KIT FIPK GENERATION II 2
Serial Number:	76286401	K-TECH
Serial Number:	76360872	POWERLINK
Serial Number:	76373456	K-TECH
Registration Number:	3006166	KNPOWERSPORTS.COM
Registration Number:	2971304	KNFILTERS.COM
Registration Number:	2683563	FIPK
Registration Number:	3012764	K & N MILLION MILE LIMITED WARRANTY
Registration Number:	2795952	KNFILTERS.COM

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Registration Number:	2786508	CUSTOM 66 SERIES
Registration Number:	2812971	K&N MILLION MILE LIMITED WARRANTY
Registration Number:	2834425	K&N MILLION MILE LIMITED WARRANTY
Registration Number:	2773762	XSTREAM
Registration Number:	2866592	K&N OFF ROAD & RACING LIMITED WARRANTY
Registration Number:	2903147	K&N OFF ROAD & RACING LIMITED WARRANTY
Registration Number:	2975599	MILLION MILE K&N LIMITED WARRANTY GARANTIE LIMITEE MILLION DE MILES GARANTIA LIMITADA DE UN MILLION DE MILLAS
Registration Number:	2843026	XSTREAM
Registration Number:	2931847	POWERLID
Registration Number:	2858015	SNOWCHARGER
Serial Number:	78279238	STREET METAL
Serial Number:	78462789	DURACHROME
Registration Number:	3584559	MAKE YOUR MOVE
Registration Number:	3046219	MAKE YOUR MOVE
Registration Number:	3546897	K&N
Registration Number:	1281461	FILTERCHARGER
Registration Number:	1323108	STUBSTACK
Registration Number:	1536024	K&N
Registration Number:	2236589	AIRCHARGER
Registration Number:	2287093	PRECHARGER
Registration Number:	2271564	RECHARGER
Registration Number:	2236590	DRYCHARGER
Serial Number:	75385948	CUSTOM 66 SERIES
Registration Number:	2225500	XSTREAM AIR FLOW TOP
Serial Number:	75457324	CRC
Registration Number:	2281037	YOU CAN FEEL THE POWER IN THE AIR
Registration Number:	2282981	PERFORMANCE GOLD
Registration Number:	0054201	
Registration Number:	0067699	
Registration Number:	0073255	

CORRESPONDENCE DATA

Fax Number: (650)849-4619
Phone: 650-849-4857

TRADEMARK
REEL: 004686 FRAME: 0622

Email: jenny.zhang@bingham.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jenny Zhang

Address Line 1: 1117 S. California Avenue

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	0000358471
NAME OF SUBMITTER:	Jenny Zhang
Signature:	/Jenny Zhang/
Date:	12/23/2011

Total Attachments: 6

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "**Release**"), is entered into as of December 23 2011 by **UNION BANK, N.A.** (formerly known as Union Bank of California, N.A.), as agent for the lenders ("**Agent**"), with places of business at (i) 445 South Figueroa Street, Los Angeles, California 90071 and (ii) 3403 Tenth Street, Suite 605, Riverside, California 92501, in connection with the grant of security interests in certain trademarks by **K & N ENGINEERING, INC.**, a California corporation with an address at 1455 Citrus Street, Riverside, California 92507 (the "**Grantor**"), in favor of Agent.

WITNESSETH:

WHEREAS, the Grantor entered into certain trademark agreements with Agent (i) dated August 9, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "**First Trademark Agreement**") which was recorded in the Trademark Division of the United States Patent and Trademark Office on September 1, 2000 at Reel 2146, Frame 0699, (ii) dated September 29, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Trademark Agreement**") which was recorded in the Trademark Division of the United States Patent and Trademark Office on October 18, 2000 at Reel 2179, Frame 0473, (iii) dated August 9, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Third Trademark Agreement**") which was recorded in the Trademark Division of the United States Patent and Trademark Office on December 8, 2004 at Reel 3092, Frame 0908, and (iv) dated August 9, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Fourth Trademark Agreement**") which was recorded in the Trademark Division of the United States Patent and Trademark Office on December 30, 2008 at Reel 3911, Frame 0296; in each case, for the purpose of providing certain trademarks as collateral security for the payment and performance of certain obligations of the Grantor to Agent, including, without limitation, the trademarks set forth on Schedule A attached hereto; and

WHEREAS, Grantor has requested that Agent release the entirety of its security interests in and lien on the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

1. Definitions. The term "**Trademark Collateral**", as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in all of the Grantor's trademarks (including, without limitation, those trademarks and trademark registrations listed on Schedule A attached hereto).

2. Release of Security Interest. Agent hereby terminates, cancels, releases and discharges all of its security interests in the Trademark Collateral. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest, if any, in and to the Trademark Collateral.

3. Further Assurances. Agent agrees to take such further action as may be reasonably requested by Grantor, from time to time, at Grantor's expense, to effectuate and carry out the provision and intent of this Release.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the day and year first above written.

UNION BANK, N.A. (formerly known as Union
Bank of California, N.A.)

By: *Lance Zediker*
Lance Zediker, Vice President

[SIGNATURE PAGE TO TRADEMARK RELEASE]

TRADEMARK
REEL: 004686 FRAME: 0626

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
TYPHOON INTAKE SYSTEMS	2570869	05/21/2002	Registered
TYPHOON	2475641	08/07/2001	Registered
K&N	2581371	06/18/2002	Registered
FIPK	2689164	02/18/2003	Registered
FUEL INJECTIONPERFORMAN ANCE KIT FIPK GENER	2654900	11/26/2002	Registered
K-TECH	76286401	07/16/2001	Application
POWERLINK	76360872	01/17/2002	Application
K-TECH	76373456	02/20/2002	Application
KNPOWERSPORTS.COM	3006166	10/11/2005	Registered
KNFILTERS.COM	2971304	07/19/2005	Registered
FIPK	2683563	02/04/2003	Registered
K & N MILLION MILE LIMITED WARRANTY	3012764	11/08/2005	Registered
KNFILTERS.COM	2795952	12/16/2003	Registered
CUSTOM 66 SERIES	2786508	11/25/2003	Registered
K&N MILLION MILE LIMITED WARRANTY	2812971	02/10/2004	Registered
K&N MILLION MILE LIMITED WARRANTY	2834425	04/20/2004	Registered

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
XSTREAM	2773762	10/14/2003	Registered
K&N OFF ROAD & RACING LIMITED WARRANTY	2866592	07/27/2004	Registered
K&N OFF ROAD & RACING LIMITED WARRANTY	2903147	11/16/2004	Registered
MILLION MILE K&N LIMITED WARRANTY GARANT	2975599	07/26/2005	Registered
XSTREAM	2843026	05/18/2004	Registered
POWERLID	2931847	03/08/2005	Registered
SNOWCHARGER	2858015	06/29/2004	Registered
STREET METAL	78279238	07/25/2003	Application
DURACHROME	78462789	08/05/2004	Application
MAKE YOUR MOVE	3584559	03/03/2009	Registered
MAKE YOUR MOVE	3046219	01/17/2006	Registered
K&N	3546897	12/16/2006	Registered
FILTERCHARGER	1281461	06/12/1984	Registered
STUBSTACK	1323108	03/05/1985	Registered

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
K&N	1536024	04/25/1989	Registered
AIRCHARGER	2236589	04/06/1999	Registered
PRECHARGER	2287093	10/19/1999	Registered
RECHARGER	2271564	08/24/1999	Registered
DRYCHARGER	2236590	04/06/1999	Registered
CUSTOM 66 SERIES	75385948	11/06/1997	Application
XSTREAM AIR FLOW TOP	2225500	02/23/1999	Registered
CRC	75457324	03/26/1998	Application
YOU CAN FEEL THE POWER IN THE AIR	2281037	09/28/1999	Registered
PERFORMANCE GOLD	2282981	10/05/1999	Registered
	54201		
	67699		
	73255		