

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROGRESSIVE SUSPENSION, LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	601 SOUTH FIGUEROA STREET, SUITE 3290		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2809428		
Registration Number:	2716499	AIRTAIL	
Registration Number:	4000912	BURLY BRAND	
Registration Number:	2095831	CRUISE CONTROL	
Registration Number:	2990665	GRAVITY	
Registration Number:	2763839	PROGRESSIVE SUSPENSION	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		

OP \$165.00 2809428

ATTORNEY DOCKET NUMBER:	025646-0617
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	02/11/2013
Total Attachments: 8 source=(2) MAG - ABL Trademark Security Agreement#page1.tif source=(2) MAG - ABL Trademark Security Agreement#page2.tif source=(2) MAG - ABL Trademark Security Agreement#page3.tif source=(2) MAG - ABL Trademark Security Agreement#page4.tif source=(2) MAG - ABL Trademark Security Agreement#page5.tif source=(2) MAG - ABL Trademark Security Agreement#page6.tif source=(2) MAG - ABL Trademark Security Agreement#page7.tif source=(2) MAG - ABL Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated as of March 26, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of General Electric Capital Corporation, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of March 26, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Motorsport Aftermarket Group, Inc., a Delaware corporation, as the borrower (the "Borrower"), Rally Holdings, LLC, a Delaware limited liability company ("Holdings"), the Lenders and Issuers party thereto from time to time and General Electric Capital Corporation, as Administrative Agent for the Secured Parties, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Subsidiary on the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated as of March 26, 2012, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the

Trademarks set forth on Schedule A attached hereto; provided, that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GRANTORS:

**MOTORSPORT AFTERMARKET GROUP,
INC.**

By: 


Brian Etter
President & Chief Executive Officer

**DFR ACQUISITION CORPORATION (DBA
DRAGONFIRE RACING)**

By: 


Brian Etter
Chief Executive Officer

KURYAKYN HOLDINGS, LLC

By: 

Brian Etter
Chief Executive Officer


J&P CYCLES, LLC

By: 

Brian Etter
Chief Executive Officer


GRANTORS (Cont'd):

PROGRESSIVE SUSPENSION, LLC

By: 


Brian Etter
Chief Executive Officer

**V&H PERFORMANCE, LLC (DBA VANCE
&HINES)**

By: 


Brian Etter
Chief Executive Officer

**MUSTANG MOTORCYCLE PRODUCTS,
LLC**

By: 


Brian Etter
Chief Executive Officer

PERFORMANCE MACHINE, LLC

By: 

Brian Etter
Chief Executive Officer





**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Administrative Agent

By: 
Name: ERIC WATSON
Title: Duly Authorized Signatory



SCHEDULE A
TRADEMARKS

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
DragonFire Racing	Serial No. 78/847,419 Reg. No. 3,208,307	Filing Date 3/27/2006 Reg. Date 2/13/2007	DFR Acquisition Corporation
FACTIONMX	Serial No. 85/371,309	Filing Date 7/14/2011	DFR Acquisition Corporation No filing basis
KEEPING THE WORLD ON 2 WHEELS	Serial No. 75/065,337 Reg. No. 2,024,131	Filing Date 2/29/1996 Reg. Date 12/17/1996	J&P Cycles, LLC
	Serial No. 75/065,354 Reg. No. 2,027,275	Filing Date 2/29/1996 Reg. Date 12/31/1996	J&P Cycles, LLC
J & P CYCLES	Serial No. 75/067,115 Reg. No. 2,028,995	Filing Date 3/4/1996 Reg. Date 1/7/1997	J&P Cycles, LLC
J&P CYCLES	Serial No. 85/174,317 Reg. No. 3,989,451	Filing Date 11/11/2010 Reg. Date 7/5/2011	J&P Cycles, LLC
AIRMASTER	Serial No. 77/406,373 Reg. No. 3,673,886	Filing Date 2/26/2008 Reg. Date 8/25/2009	Kuryakyn Holdings, LLC
ISO	Serial No. 76/456,324 Reg. No. 3,118,635	Filing Date 9/30/2002 Reg. Date 7/25/2006	Kuryakyn Holdings, LLC
KURYAKYN	Serial No. 76/466,572 Reg. No. 2,892,561	Filing Date 11/4/2002 Reg. Date 10/12/2004	Kuryakyn Holdings, LLC
Kuryakyn	Serial No. 77/501,237 Reg. No. 3,670,585	Filing Date 6/17/2008 Reg. Date 8/18/2009	Kuryakyn Holdings, LLC
Liberator	Serial No. 77/339,142 Reg. No. 3,574,750	Filing Date 11/28/2007 Reg. Date 2/17/2009	Kuryakyn Holdings, LLC
Lizard	Serial No. 77/743,843 Reg. No. 4,042,508	Filing Date 5/25/2009 Reg. Date 10/18/2011	Kuryakyn Holdings, LLC
Perfect Storm	Serial No. 77/825,738 Reg. No. 3,990,659	Filing Date 9/14/2009 Reg. Date 7/5/2011	Kuryakyn Holdings, LLC
Street Sleeper	Serial No. 77/876,242 Reg. No. 3,932,143	Filing Date 11/19/2009 Reg. Date 3/15/2011	Kuryakyn Holdings, LLC
Velociraptor	Serial No. 77/899,525 Reg. No. 3,932,301	Filing Date 12/22/2009 Reg. Date 3/15/2011	Kuryakyn Holdings, LLC

¹ This mark was filed under Performance Machine, Inc. Performance Machine, Inc. converted to Performance Machine, LLC on December 27, 2010 and documents will be filed with the PTO to reflect this conversion.

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
Widow	Serial No. 77/407,279 Reg. No. 3,515,500	Filing Date 2/27/2008 Reg. Date 10/14/2008	Kuryakyn Holdings, LLC
Widow	Serial No. 78/980,020 Reg. No. 3,443,062	Filing Date 12/5/2005 Reg. Date 6/3/2008	Kuryakyn Holdings, LLC
WILD THINGS	Serial No. 78/438,788 Reg. No. 3,330,612	Filing Date 6/21/2004 Reg. Date 11/6/2007	Kuryakyn Holdings, LLC
WILD THINGS PERFORMANCE	Serial No. 78/438,783 Reg. No. 3,330,611	Filing Date 6/21/2004 Reg. Date 11/6/2007	Kuryakyn Holdings, LLC
CYCLE NEWS	Serial No. 72/375,300 Reg. No. 979,960	Filing Date 11/5/1970 Reg. Date 3/5/1974	Motorsport Aftermarket Group, Inc.
BIKER ESSENTIALS	Serial No. 77/135,552 Reg. No. 3,561,759	Filing Date 3/20/2007 Reg. Date 1/13/2009	Mustang Motorcycle Products, LLC
	Serial No. 74/449,089 Reg. No. 1,882,054	Filing Date 10/21/1993 Reg. Date 3/7/1995	Mustang Motorcycle Products, LLC
	Serial No. 74/707,643 Reg. No. 2,162,359	Filing Date 7/28/1995 Reg. Date 6/2/1998	Mustang Motorcycle Products, LLC
	Serial No. 74/556,591 Reg. No. 1,913,212	Filing Date 7/28/1994 Reg. Date 8/22/1995	Performance Machine, LLC
	Serial No. 74/558,528 Reg. No. 1,952,532	Filing Date 8/8/1994 Reg. Date 1/30/1996	Performance Machine, LLC
	Serial No. 78/844,863 Reg. No. 3,203,836	Filing Date 3/23/2006 Reg. Date 1/30/2007	Performance Machine, LLC
BLACK OPS	Serial No. 85/304,174 Reg. No. 4,079,572	Filing Date 4/25/2011 Reg. Date 1/3/2012	Performance Machine, LLC ¹
CONTRAST CUT	Serial No. 77/159,018 Reg. No. 3,393,671	Filing Date 4/17/2007 Reg. Date 3/4/2008	Performance Machine, LLC

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Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
	Serial No. 76/674,865 Reg. No. 3,464,893	Filing Date 3/30/2007 Reg. Date 7/15/2008	Performance Machine, LLC
PERFORMANCE MACHINE	Serial No. 85/477,264	Filing Date 11/20/2011	Performance Machine, LLC No filing basis
PHATAIL	Serial No. 78/338,890 Reg. No. 2,911,115	Filing Date 12/10/2003 Reg. Date 12/14/2004	Performance Machine, LLC
SUPER GAS	Serial No. 77/844,338 Reg. No. 4,063,865	Filing Date 10/8/2009 Reg. Date 11/29/2011	Performance Machine, LLC
	Serial No. 78/144,038 Reg. No. 2,809,428	Filing Date 7/15/2002 Reg. Date 1/27/2004	Progressive Suspension, LLC
AIRTAIL	Serial No. 76/347,780 Reg. No. 2,716,499	Filing Date 12/13/2001 Reg. Date 5/13/2003	Progressive Suspension, LLC
BURLYBRAND	Serial No. 85/049,742 Reg. No. 4,000,912	Filing Date 5/27/2010 Reg. Date 7/26/2011	Progressive Suspension, LLC
CRUISE CONTROL	Serial No. 75/024,076 Reg. No. 2,095,831	Filing Date 11/27/1995 Reg. Date 9/9/1997	Progressive Suspension, LLC
GRAVITY	Serial No. 78/408,347 Reg. No. 2,990,665	Filing Date 4/26/2004 Reg. Date 8/30/2005	Progressive Suspension, LLC
PROGRESSIVE SUSPENSION	Serial No. 76/440,998 Reg. No. 2,763,839	Filing Date 8/16/2002 Reg. Date 9/16/2003	Progressive Suspension, LLC
FUELPAK	Serial No. 78/882,823 Reg. No. 3,215,744	Filing Date 5/12/2006 Reg. Date 3/6/2007	V&H Performance, LLC
PORKER	Serial No. 74/523,171 Reg. No. 1,900,357	Filing Date 5/4/1994 Reg. Date 6/20/1995	V&H Performance, LLC
VANCE & HINES	Serial No. 76/417,011 Reg. No. 2,693,185	Filing Date 6/4/2002 Reg. Date 3/4/2003	V&H Performance, LLC

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