

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kuryakyn Holdings, LLC		10/13/2016	Limited Liability Company: DELAWARE
Mustang Motorcycle Products, LLC		10/13/2016	Limited Liability Company: DELAWARE
Tucker-Rocky Corporation		10/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2450 Colorado Ave, Ste 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 67			
Property Type	Number	Word Mark	
Registration Number:	2002789	MSR	
Registration Number:	1625607	BIKEMASTER	
Registration Number:	4786974	CRUSHER	
Registration Number:	4882143	BAHN	
Registration Number:	4787046	XKÜRSION	
Registration Number:	5009166	REVERE	
Registration Number:	3953245	T-BAGS	
Registration Number:	3902125	SPEED AND STRENGTH	
Registration Number:	4184607	SPEED AND STRENGTH	
Registration Number:	3454781	TPG TECHNICAL PERFORMANCE GEAR	
Serial Number:	76718916	SPEED SPEED AND STRENGTH	
Registration Number:	3942489	ASSAULT	
Serial Number:	76718914	S/S SPEED AND STRENGTH	
Serial Number:	76718913	SPEED SPEED AND STRENGTH	
Serial Number:	76718911	SPEED AND STRENGTH FASTER. STRONGER.	
Registration Number:	2993886	BIKER'S CHOICE	

OP \$1690.00 2002789

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4964755	SCOVILLE BLACK
Registration Number:	4964754	SCOVILLE BOSS
Serial Number:	76719166	T-BAGS
Serial Number:	76718915	SPEED SPEED AND STRENGTH
Registration Number:	3167202	RIVER ROAD
Registration Number:	4913867	RR RIVER ROAD
Registration Number:	4902074	COHORT
Registration Number:	4902068	FIRSTGEAR
Registration Number:	3870761	SS SPEED AND STRENGTH
Registration Number:	4874567	COERCION
Registration Number:	4799888	GOVERNOR
Registration Number:	3684770	BIKEMASTER
Registration Number:	2750969	HIGH PERFORMANCE LEATHER-TEX SPORT COLLE
Registration Number:	2722100	QB QUADBOSS
Registration Number:	3503383	MSRHP
Registration Number:	3400469	MSRMX
Registration Number:	3665416	TWIST OF FATE
Registration Number:	3625083	1 FIRSTGEAR
Registration Number:	4206140	KILIMANJARO
Registration Number:	4452771	V TWIN POWER
Registration Number:	4479243	QB QUADBOSS
Registration Number:	4177406	RIVER ROAD
Registration Number:	4215751	MSR
Registration Number:	4239551	MSR
Registration Number:	4113363	BIKEMASTER
Registration Number:	4273710	BIKER'S CHOICE
Registration Number:	4173290	BIKER'S CHOICE
Registration Number:	3985943	RIVER ROAD
Registration Number:	4009714	TRUGEL NANO-TECHNOLOGY
Registration Number:	3805139	HELL 'N BACK
Registration Number:	3284258	MSRXC
Registration Number:	3387252	MSR
Registration Number:	3472737	CONTOUR
Registration Number:	3080191	
Registration Number:	2909754	BULLY LOCKS
Registration Number:	2848958	COVERMAX
Registration Number:	2882590	SKID LID
Registration Number:	2504974	BIKER'S CHOICE

Property Type	Number	Word Mark
Registration Number:	4235574	SPEED AND STRENGTH
Registration Number:	2434226	LEATHER TEX
Registration Number:	2316053	MUD PRO
Registration Number:	2590163	DOMINATOR GRIPS
Registration Number:	2353289	COLD PRO
Registration Number:	2513032	BIKER'S CHOICE
Registration Number:	2496626	BIKER'S CHOICE
Registration Number:	2205277	TR TUCKER ROCKY DISTRIBUTING
Registration Number:	2065422	HYPERTEX
Registration Number:	2164211	KILIMANJARO
Registration Number:	1803260	T-BAGS
Registration Number:	1742329	FIRSTGEAR
Registration Number:	1401312	THERMOLINER

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergekohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.496
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	10/14/2016

Total Attachments: 9

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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 October 13, 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as Administrative Agent under the Credit Agreement (as defined below; Wells Fargo, in such capacity, together with its successors and assigns in such capacity, "Agent").

Reference is made to (i) the Credit Agreement, dated as of May 14, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among VELOCITY POOLING VEHICLE, LLC, a Delaware limited liability company ("Velocity Pooling"), RALCO HOLDINGS, INC., a Delaware corporation ("Ralco"), MOTORSPORT AFTERMARKET GROUP, INC., a Delaware corporation ("MAG"), MOTORCYCLE SUPERSTORE, INC., an Oregon corporation ("MSI"), RENTHAL AMERICA, INC., a California corporation ("Renthal"), ED TUCKER DISTRIBUTOR, INC., a Texas corporation ("Ed Tucker" and, together with Velocity Pooling, Ralco, MAG, MSI and Renthal, are sometimes referred to herein collectively as the "Borrowers" and individually as a "Borrower"), Velocity Holding Company, Inc., an Indiana corporation ("Holdings"), Velocity Pooling, as Borrower Representative, the Lenders and Issuers party thereto from time to time and Wells Fargo (as successor agent to Antares Capital LP), 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 Borrowers 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 a Borrower or a Restricted 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 May 14, 2014, 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 security agreements for recording with the U.S. Patent and Trademark Office.

Whereas, the Grantors have After-Acquired Intellectual Property and desire to provide this Trademark Security Agreement to evidence Agent's security interest in Intellectual Property

not listed on the Trademark Security Agreement dated as of May 14, 2014, by and among certain Loan Parties party thereto to Agent.

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. As security for the payment or performance, as the case may be, in full of the Secured Obligations, 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, for the avoidance of doubt, the goodwill of the business symbolized thereby or associated therewith), including the Trademarks set forth on Schedule A attached hereto whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire, any right, title or interest and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing; 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).

For purposes of this Trademark Security Agreement, "Trademarks" means: All of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 12(a) to the Perfection Certificate, (b) all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

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 shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by telecopier or electronic (.pdf) copy of an executed counterpart shall be as effective as delivery of an original executed 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. Nothing contained herein shall affect the validity of the Security Agreement or any other Trademark Security Agreement previously entered into by Grantors and Agent (or any predecessor Agent).

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, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF, THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 9. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under the Security Agreement, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of each Grantor.

Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

[Remainder of this page intentionally left blank]

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

GRANTORS

KURYAKYN HOLDINGS, LLC

By: Rich Walter
Name: Rich Walter
Title: CEO & Secretary

MUSTANG MOTORCYCLE PRODUCTS,
LLC

By: Rich Walter
Name: Rich Walter
Title: CEO & Secretary

TUCKER-ROCKY CORPORATION

By: Rich Walter
Name: Rich Walter
Title: President

AGENT

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: Kathryn Schane
Name: Kathryn Schane
Title: Authorized Signatory

Schedule A: Trademark Filings

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
MSR	74717121	Registered	2002789	9/24/96	Tucker-Rocky Corporation, Inc.
BIKEMASTER	73722613	Registered	1625607	12/4/90	Tucker-Rocky Corporation, Inc.
CRUSHER	86267946	Registered	4786974	8/4/15	Kuryakyn Holdings, LLC
BAHN	86185210	Registered	4882143	1/5/16	Kuryakyn Holdings, LLC
XKÜRSION	86279741	Registered	4787046	8/4/15	Kuryakyn Holdings, LLC
REVERE	86628263	Registered	5009166	7/26/16	Mustang Motorcycle Products, LLC
T-BAGS	77918449	Registered	3953245	5/3/11	Tucker-Rocky Corporation, Inc.
SPEED AND STRENGTH	77980888	Registered	3902125	1/4/11	Tucker-Rocky Corporation, Inc.
SPEED AND STRENGTH	77983308	Registered	4184607	12/20/11	Tucker-Rocky Corporation, Inc.
TPG TECHNICAL PERFORMANCE GEAR	77123926	Registered	3454781	6/24/08	Tucker-Rocky Corporation, Inc.
SPEED SPEED AND STRENGTH	76718916	Pending – Application filed 1/27/16	N/A	N/A	Tucker-Rocky Corporation, Inc.
ASSAULT	76702234	Registered	3942489	4/12/11	Tucker-Rocky Corporation, Inc.
S/S SPEED AND STRENGTH	76718914	Pending – Application filed 1/27/16	N/A	N/A	Tucker-Rocky Corporation, Inc.
SPEED SPEED AND STRENGTH	76718913	Pending – Application filed 1/27/16	N/A	N/A	Tucker-Rocky Corporation, Inc.
SPEED AND STRENGTH FASTER, STRONGER	76718911	Pending – Application filed 1/27/16	N/A	N/A	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	76592443	Registered	2993886	9/13/05	Tucker-Rocky Corporation, Inc.
SCOVILLE BLACK	76717846	Registered	4964755	5/24/16	Tucker-Rocky Corporation, Inc.
SCOVILLE BOSS	76717841	Registered	4964754	5/24/16	Tucker-Rocky Corporation, Inc.
T-BAGS	76719166	Pending – Application filed 4/4/16	N/A	N/A	Tucker-Rocky Corporation, Inc.
SPEED SPEED AND STRENGTH	76718915	Pending – Application filed 1/27/16	N/A	N/A	Tucker-Rocky Corporation, Inc.
RIVER ROAD	76640038	Registered	3167202	11/7/06	Tucker-Rocky Corporation, Inc.
RR RIVER ROAD	76715392	Registered	4913867	3/8/16	Tucker-Rocky Corporation, Inc.
COHORT	76717529	Registered	4902074	2/16/16	Tucker-Rocky Corporation, Inc.
FIRSTGEAR	76715393	Registered	4902068	2/16/16	Tucker-Rocky Corporation, Inc.
SS SPEED AND STRENGTH	76979091	Registered	3870761	11/2/10	Tucker-Rocky Corporation, Inc.

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
COERCION	76715120	Registered	4874567	12/22/15	Tucker-Rocky Corporation, Inc.
GOVERNOR	76715119	Registered	4799888	8/25/15	Tucker-Rocky Corporation, Inc.
BIKEMASTER	76691760	Registered	3684770	9/22/09	Tucker-Rocky Corporation, Inc.
HIGH PERFORMANCE LEATHER-TEX SPORT COLLECTION	76236960	Registered	2750969	8/12/03	Tucker-Rocky Corporation, Inc.
QB QUADBOSS	76201040	Registered	2722100	6/3/03	Tucker-Rocky Corporation
MSRHP	76669031	Registered	3503383	9/23/08	Tucker-Rocky Corporation, Inc.
MSRMX	76669030	Registered	3400469	3/25/08	Tucker-Rocky Corporation, Inc.
TWIST OF FATE	76695623	Registered	3665416	8/11/09	Tucker-Rocky Corporation, Inc.
I FIRSTGEAR	76693239	Registered	3625083	5/26/09	Tucker-Rocky Corporation, Inc.
KILMANJARO	76979200	Registered	4206140	9/11/12	Tucker-Rocky Corporation, Inc.
V TWIN POWER	76712138	Registered	4452771	12/24/13	Tucker-Rocky Corporation, Inc.
QB QUADBOSS	76711840	Registered	4479243	2/11/14	Tucker-Rocky Corporation, Inc.
RIVER ROAD	76708075	Registered	4177406	7/24/12	Tucker-Rocky Corporation, Inc.
MSR	76707879	Registered	4215751	10/2/12	Tucker-Rocky Corporation, Inc.
MSR	76707878	Registered	4239551	11/13/12	Tucker-Rocky Corporation, Inc.
BIKEMASTER	76707843	Registered	4113363	3/20/12	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	76706978	Registered	4273710	1/15/13	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	76706977	Registered	4173290	7/17/12	Tucker-Rocky Corporation, Inc.
RIVER ROAD	76702204	Registered	3985943	6/28/11	Tucker-Rocky Corporation, Inc.
TRUGEL NANO-TECHNOLOGY	76701691	Registered	4009714	8/9/11	Tucker-Rocky Corporation, Inc.
HELL 'N BACK	76695624	Registered	3805139	6/22/10	Tucker-Rocky Corporation, Inc.
MSRXC	76669029	Registered	3284258	8/28/07	Tucker-Rocky Corporation, Inc.
MSR	76669028	Registered	3387252	2/26/08	Tucker-Rocky Corporation, Inc.
CONTOUR	76624062	Registered	3472737	7/22/08	Tucker-Rocky Corporation, Inc.
[DESIGN ONLY]	76573668	Registered	3080191	4/11/06	Tucker-Rocky Corporation, Inc.
BULLY LOCKS	76524607	Registered	2909754	12/14/04	Tucker-Rocky Corporation, Inc.
COVERMAX	76480911	Registered	2848958	6/1/04	Tucker-Rocky Corporation, Inc.
SKID LID	76475886	Registered	2882590	9/7/04	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	75550357	Registered	2504974	11/6/01	Tucker-Rocky Corporation, Inc.
SPEED AND STRENGTH	75983741	Registered	4235574	7/14/09	Tucker-Rocky Corporation, Inc.
LEATHER TEX	75732609	Registered	2434226	3/6/01	Tucker-Rocky Corporation, Inc.
MUD PRO	75581949	Registered	2316053	2/8/00	Tucker-Rocky Corporation, Inc.
DOMINATOR GRIPS	75562720	Registered	2590163	7/9/02	Tucker-Rocky Corporation, Inc.

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
COLD PRO	75562717	Registered	2353289	5/30/00	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	75545636	Registered	2513032	11/27/01	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	75544714	Registered	2496626	10/9/01	Tucker-Rocky Corporation, Inc.
TR TUCKER ROCKY DISTRIBUTING	75329809	Registered	2205277	11/24/98	Tucker-Rocky Corporation, Inc.
MSR	74717121	Registered	2002789	9/24/96	Tucker-Rocky Corporation, Inc.
HYPERTEX	74558839	Registered	2065422	5/27/97	Tucker-Rocky Corporation, Inc.
KILIMANJARO	74477698	Registered	2164211	6/9/98	Tucker-Rocky Corporation, Inc.
T-BAGS	74366980	Registered	1803260	11/9/93	Tucker-Rocky Corporation, Inc.
FIRSTGEAR	74113714	Registered	1742329	12/22/92	Tucker-Rocky Corporation, Inc.
BIKEMASTER	73722613	Registered	1625607	12/4/90	Tucker-Rocky Corporation, Inc.
THERMOLINER	73558331	Registered	1401312	7/15/86	Tucker-Rocky Corporation, Inc.

TRADEMARK

REEL: 005900 FRAME: 0680

RECORDED: 10/14/2016