

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458393

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Performance, LLC		11/13/2017	Limited Liability Company: DELAWARE
Northridge 4x4 LLC		11/13/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	222 South Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4772458	NORTHRIDGE 4X4
Registration Number:	4775462	WE SPEAK DIESEL
Registration Number:	4107813	WE SPEAK DIESEL
Registration Number:	5004119	WE SPEAK OFF-ROAD
Registration Number:	5004118	WE SPEAK PERFORMANCE
Registration Number:	4773013	NORTHRIDGE 4X4
Registration Number:	5136784	PREMIER
Registration Number:	5136783	PREMIER PERFORMANCE
Serial Number:	87072106	PPREMIER
Serial Number:	87072088	P
Serial Number:	87072098	PREMIER PERFORMANCE PRODUCTS DISTRIBUTIO
Serial Number:	87072082	PREMIER PERFORMANCE PRODUCTS DISTRIBUTIO

CORRESPONDENCE DATA

Fax Number: 3124996701

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: (312) 499-6700

TRADEMARK

Email: tapatterson@duanemorris.com
Correspondent Name: Brian P. Kerwin
Address Line 1: 190 South LaSalle Street, Suite 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Brian P. Kerwin

SIGNATURE: /Brian P. Kerwin/

DATE SIGNED: 01/17/2018

Total Attachments: 10

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) dated as of November 13, 2017, is made by **PREMIER PERFORMANCE, LLC**, a Delaware limited liability company and successor by merger to Premier Performance Acquisition, LLC, a Delaware limited liability company (“**Premier Performance**”), **NORTHRIDGE 4X4 LLC**, a Delaware limited liability company (“**Northridge**”; Premier Performance and Northridge are individually and collectively referred to herein as “**Borrower**”), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation in its capacity as agent for the Lenders (as defined below) (together with its successors and assigns, the “**Agent**”).

RECITALS

WHEREAS, Borrower, **RALLYSPORT DIRECT, LLC**, a Delaware limited liability company, **TRUCK PERFORMANCE PROS, LLC**, a Delaware limited liability company, after giving effect to the JB Autosports Acquisition, **JB AUTOMOTIVE, LLC**, a Delaware limited liability company, **PREMIER PERFORMANCE HOLDINGS, LLC**, a Delaware limited liability company, **PREMIER PERFORMANCE INTERCO, LLC**, a Delaware limited liability company, Agent and the lenders party thereto (collectively, the “**Lenders**”) are parties to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Agent and Lenders to make or continue certain loans to Borrower and certain of its Affiliates, and (ii) for the grant by Borrower and certain of its Affiliates to Agent for the benefit of the Lenders of a security interest in substantially all of Borrower’s and certain of its Affiliates’ assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted);

WHEREAS, Borrower and Agent are party to that certain Intellectual Property Security Agreement dated as of December 19, 2014 (as amended or modified, the “**Original Security Agreement**”), which was recorded with the United States Patent and Trademark Office on December 24, 2014 on Reel 5429, Frame 0515, and the parties hereto desire to amend and restate such Original Security Agreement; and

WHEREAS, this Agreement is being entered into in conjunction with the security interest granted by Borrower under the Loan Agreement to Agent for the benefit of the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement and the other Loan Documents shall govern.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Obligations, Borrower hereby confirms its grant to Agent for the benefit of the Lenders of a continuing security interest in and to any and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements

thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent’s security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon Payment in Full (other than contingent indemnification obligations) and the termination of the Loan Agreement in accordance with its terms, this Agreement shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower’s joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Agent hereunder.

5. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent.

7. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Agreement or any of Borrower’s obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Agreement will be

filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower.


10. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN THE ILLINOIS CHOICE OF LAW AND FORUM ACT).

11. Amendment and Restatement of Original Security Agreement. On the date hereof (the "**Restatement Date**"), the Original Security Agreement shall be modified, amended and restated by this Agreement. The parties hereto acknowledge and agree that: (a) this Agreement and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the "Obligations" (as defined in the Original Security Agreement) under the Original Security Agreement as in effect prior to the Restatement Date; and (b) such "Obligations" are in all respects continuing with only the terms thereof being amended and modified as provided in this Agreement and the Loan Agreement. Without limitation of the foregoing, Borrower hereby fully and unconditionally ratifies and affirms the Original Security Agreement, as amended, and agrees that all security interests and other liens granted to Agent for the benefit of the Lenders in the collateral thereunder shall from and after the date hereof secure all Obligations hereunder in favor of Agent for the benefit of the Lenders. Notwithstanding the amendments effected by this Agreement of the representations, warranties and covenants of Borrower contained in the Original Security Agreement, Borrower acknowledges and agrees that any choses in action or other rights created in favor of Agent and its successors and assigns arising out of the representations and warranties of Borrower contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the Original Security Agreement, shall survive the execution and delivery of this Agreement in favor of Agent.

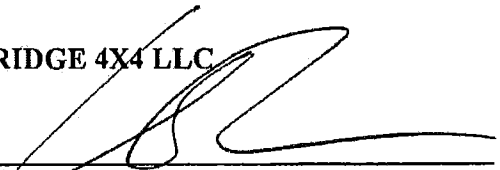
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Amended and Restated Intellectual Property Security Agreement in favor of Agent for the benefit of the Lenders, as of the date first written above.

PREMIER PERFORMANCE, LLC

By: 
Name: Victor Pompino
Title: Chief Financial Officer

NORTHRIDGE 4X4 LLC


By: 
Name: Victor Pompino
Title: Chief Financial Officer

Signature Page to Amended and Restated Intellectual Property Security Agreement (Premier and Northridge)

TRADEMARK
REEL: 006251 FRAME: 0343

Agreed and Accepted:

FIFTH THIRD BANK, as Agent

By: 
Name: Margaret Sigler
Its: Managing Director

Signature Page to Amended and Restated Intellectual Property Security Agreement (Premier and Northridge)

TRADEMARK
REEL: 006251 FRAME: 0344





EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

U.S. Registered Trademarks and Trademark Applications owned by Premier Performance, LLC:

Trademark	Registration No.	Reg. Date	Application No.	Filing Date
NORTHRIDGE 4X4	4,772,458	7/14/2015	86-450532	11/11/2014
WE SPEAK DIESEL	4,775,462	7/21/2015	86-304411	6/9/2014
WE SPEAK DIESEL	4,107,813	3/6/2012	85-261299	3/8/2011
WE SPEAK OFF-ROAD	5,004,119	7/19/2016	86-450526	11/11/2014
WE SPEAK PERFORMANCE	5,004,118	7/19/2016	86-450512	11/11/2014
	4,773,013	7/14/2015	86-471320	12/4/2014
PREMIER	5,136,784	2/7/2017	87-072103	6/15/2016
PREMIER PERFORMANCE	5,136,783	2/7/2017	87-072090	6/15/2016
	N/A	N/A	87-072106	6/15/2016
	N/A	N/A	87-072088	6/15/2016
PREMIER PERFORMANCE PRODUCTS DISTRIBUTION	N/A	N/A	87-072098	6/15/2016
	N/A	N/A	87-072082	6/15/2016

Foreign Trademark Applications owned by Premier Performance, LLC:



Trademark	Country	Registration No.	Reg. Date	Application No.	Filing Date
	Canada	N/A	N/A	1,809,748	11/16/2016
PREMIER PERFORMANCE	Canada	N/A	N/A	1,809,749	11/16/2016
	Canada	N/A	N/A	1,809,750	11/16/2016

EXHIBIT C
COPYRIGHTS

None.