

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Motorsport Aftermarket Group, Inc.		03/30/2018	Corporation: DELAWARE
DFR Acquisition Corporation		03/30/2018	Corporation: DELAWARE
Kuryakyn Holdings, LLC		03/30/2018	Limited Liability Company: DELAWARE
J&P Cycles, LLC		03/30/2018	Limited Liability Company: DELAWARE
V&H Performance, LLC		03/30/2018	Limited Liability Company: DELAWARE
Mustang Motorcycle Products, LLC		03/30/2018	Limited Liability Company: DELAWARE
Performance Machine, LLC		03/30/2018	Limited Liability Company: DELAWARE
Motorcycle USA, LLC		03/30/2018	Limited Liability Company: OREGON
Motorcycle Superstore, Inc.		03/30/2018	Corporation: OREGON
Tucker-Rocky Corporation, Inc.		03/30/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 126

Property Type	Number	Word Mark
Registration Number:	4199157	POWERSPORTS UNIVERSITY
Registration Number:	4199156	POWERSPORTSU
Registration Number:	3938789	MOTOCENTRIC
Registration Number:	3938784	MOTOCENTRIC

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87430649	A
Serial Number:	87486222	ANSWER RACING
Registration Number:	4440144	MOTORCYCLE SUPERSTORE
Registration Number:	4580608	ROCKSOLID
Registration Number:	4584938	PYROPAK
Registration Number:	4739297	DRAGONFIRE
Registration Number:	4739296	
Registration Number:	4597503	FACTIONMX
Registration Number:	4411598	FIREBREATHER
Registration Number:	4515075	RACEPACE
Serial Number:	86570044	EVO
Registration Number:	4786974	CRUSHER
Registration Number:	5138309	MARKSMAN
Registration Number:	4882143	BAHN
Registration Number:	4787046	XKURSION
Registration Number:	4485640	TECH-CONNECT
Registration Number:	3932301	VELOCIRAPTOR
Registration Number:	3932143	STREET SLEEPER
Registration Number:	4042508	LIZARD
Registration Number:	3670585	KURYAKYN
Registration Number:	3673886	AIRMASTER
Registration Number:	3118635	ISO
Registration Number:	2892561	KURYAKYN
Serial Number:	86810294	KURYAKYN K
Serial Number:	87467613	PRECISION
Registration Number:	4702100	MILWAUKEE TWINS
Registration Number:	3989451	J&P CYCLES
Registration Number:	2027275	J&P CYCLES
Registration Number:	2028995	J & P CYCLES
Registration Number:	2024131	KEEPING THE WORLD ON 2 WHEELS
Registration Number:	4000912	BURLY BRAND
Registration Number:	2809428	
Registration Number:	2763839	PROGRESSIVE SUSPENSION
Registration Number:	2095831	CRUISE CONTROL
Registration Number:	5338149	HI-OUTPUT GRENADES
Registration Number:	3215744	FUELPAK
Registration Number:	2693185	VANCE & HINES
Registration Number:	1900357	PORKER

Property Type	Number	Word Mark
Registration Number:	5009166	REVERE
Registration Number:	4664224	MUSTANG
Registration Number:	4649647	MUSTANG
Registration Number:	2162359	MUSTANG
Registration Number:	1882054	MUSTANG
Registration Number:	5209644	BURLY BRAND
Registration Number:	4608128	CONTRAST CUT
Registration Number:	4518172	PERFORMANCE MACHINE
Registration Number:	4079572	BLACK OPS
Registration Number:	2911115	PHATAIL
Registration Number:	4063865	SUPER GAS
Registration Number:	1952532	PM
Registration Number:	1913212	PM
Registration Number:	4447317	MOTORCYCLE USA
Registration Number:	2794846	MOTORCYCLEUSA.COM
Registration Number:	5166587	BLACK BRAND
Registration Number:	5156303	BLACK BRAND
Registration Number:	5156302	BB
Registration Number:	5156301	BLACK BRAND MOTORCYCLE CLOTHING
Registration Number:	3953245	T-BAGS
Registration Number:	3902125	SPEED AND STRENGTH
Registration Number:	4184607	SPEED AND STRENGTH
Registration Number:	3454781	TPG TECHNICAL PERFORMANCE GEAR
Registration Number:	5079974	SPEED SPEED AND STRENGTH
Registration Number:	3942489	ASSAULT
Registration Number:	5033579	S/S SPEED AND STRENGTH
Registration Number:	5033578	SPEED SPEED AND STRENGTH
Registration Number:	5033577	SPEED AND STRENGTH FASTER. STRONGER.
Registration Number:	2993886	BIKER'S CHOICE
Registration Number:	4964755	SCOVILLE BLACK
Registration Number:	4964754	SCOVILLE BOSS
Registration Number:	5129238	E4S
Registration Number:	5088770	T-BAGS
Registration Number:	5168852	SPEED SPEED AND STRENGTH
Registration Number:	5401796	E4S
Registration Number:	3167202	RIVER ROAD
Registration Number:	4913867	RR RIVER ROAD
Registration Number:	4902074	COHORT

Property Type	Number	Word Mark
Registration Number:	4902068	FIRSTGEAR
Registration Number:	3870761	SS SPEED AND STRENGTH
Registration Number:	4874567	COERCION
Registration Number:	5151350	E4S ENGINEERED FOR SPEED
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:	3284258	MSRXC
Registration Number:	3387252	MSR
Registration Number:	3472737	CONTOUR
Registration Number:	2909754	BULLY LOCKS
Registration Number:	2848958	COVERMAX
Registration Number:	2882590	SKID LID
Registration Number:	2504974	BIKER'S CHOICE
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

Property Type	Number	Word Mark
Registration Number:	2065422	HYPERTEX
Registration Number:	2164211	KILIMANJARO
Registration Number:	1803260	T-BAGS
Registration Number:	1742329	FIRSTGEAR
Registration Number:	1401312	THERMOLINER
Registration Number:	2002789	MSR
Registration Number:	1625607	BIKEMASTER
Serial Number:	76718939	HELL 'N BACK

CORRESPONDENCE DATA

Fax Number: 2128066006
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: 2128065763
Email: tm@stroock.com
Correspondent Name: Jeffrey M. Mann
Address Line 1: 180 Maiden Lane, 38th Floor
Address Line 2: Stroock & Stroock & Lavan LLP
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	005460/0003
NAME OF SUBMITTER:	Jeffrey M. Mann
SIGNATURE:	/jeffrey m. mann/
DATE SIGNED:	06/26/2018

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 March 30, 2018, is made by Motorsport Aftermarket Group, Inc., a Delaware corporation located at 17771 Mitchell North, Irvine, CA 92614, DFR Acquisition Corporation, a Delaware corporation located at 3191 N. Washington St., Suite 2, Chandler, AZ 85225, Kuryakyn Holdings, LLC, a Delaware limited liability company located at 454 County Road 35/64, Somerset, WI 54025, J&P Cycles, LLC, a Delaware limited liability company located at 651 Canyon Dr., Suite 100, Coppell, TX 75019, V&H Performance, LLC, a Delaware limited liability company located at 13861 Rosecrans Avenue, Santa Fe Springs, CA 90670, Mustang Motorcycle Products, LLC, a Delaware limited liability company located at 4 Springfield St./P.O. Box 185, Three Rivers, MA 01080, Performance Machine, LLC, a Delaware limited liability company located at 6892 Marlin Circle, La Palma, CA 90623, Motorcycle USA, LLC, an Oregon limited liability company located at 651 Canyon Dr., Suite 100, Coppell, TX 75019, Motorcycle Superstore, Inc., an Oregon corporation located at 651 Canyon Dr., Suite 100, Coppell, TX 75019, and Tucker-Rocky Corporation, Inc., a Delaware corporation located at 4900 Alliance Gateway Freeway, Fort Worth, TX 76177 (together, the "**Grantors**") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Senior Secured Term Loan Credit Agreement, dated as of March 30, 2018 (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 ("**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 MAG, MSI and Renthal, are sometimes referred to herein collectively as the "**Borrowers**" and individually as a "**Borrower**"), RALCO HOLDINGS, INC., a Delaware corporation ("**Holdings**"), MAG, as Borrower Representative, the Lenders party thereto from time to time and WILMINGTON TRUST, NATIONAL ASSOCIATION as Administrative Agent for the Secured Parties. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Security Agreement dated March 30, 2018, 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. 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.

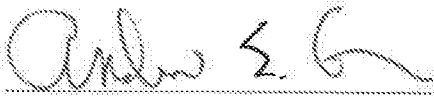
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

MOTORSPORT AFTERMARKET GROUP, INC., as Grantor

By: 
Name: Andrew Graves
Title: Chief Executive Officer

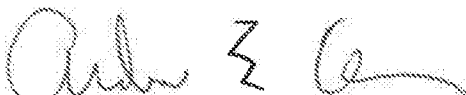
DFR ACQUISITION CORPORATION, as Grantor

By: 
Name: Andrew Graves
Title: Chief Executive Officer

KURYAKYN HOLDINGS, LLC, as Grantor

By: 
Name: Andrew Graves
Title: Chief Executive Officer

J&P CYCLES, LLC, as Grantor

By: 
Name: Andrew Graves
Title: Chief Executive Officer

V&H PERFORMANCE, LLC, as Grantor

By: 
Name: Andrew Graves
Title: Chief Executive Officer

MUSTANG MOTORCYCLE PRODUCTS, LLC, as
Grantor

By: Andrew Graves
Name: Andrew Graves
Title: Chief Executive Officer

PERFORMANCE MACHINE, LLC, as Grantor

By: Andrew Graves
Name: Andrew Graves
Title: Chief Executive Officer

MOTORCYCLE USA, LLC, as Grantor

By: Andrew Graves
Name: Andrew Graves
Title: Chief Executive Officer


MOTORCYCLE SUPERSTORE, INC., as Grantor

By: Andrew Graves
Name: Andrew Graves
Title: Chief Executive Officer

TUCKER-ROCKY CORPORATION, INC., as Grantor

By: Andrew Graves
Name: Andrew Graves
Title: Chief Executive Officer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent and Grantee**

By: 
Name: Jeffery Rose
Title: Vice President

[Signature Page to Trademark Security Agreement (Term Loan)]

**TRADEMARK
REEL: 006364 FRAME: 0453**

SCHEDULE A

MARK	SERIAL/REG. NO.	FILING/REG. DATE	OWNER
POWERSPORTS UNIVERSITY	4199157	8/28/12	Motorsport Aftermarket Group, Inc.
POWERSPORTSU	4199156	8/28/12	Motorsport Aftermarket Group, Inc.
MOTOCENTRIC	3938789	3/29/11	Motorsport Aftermarket Group, Inc.
MOTORCENTRIC	3938784	3/29/11	Motorsport Aftermarket Group, Inc.
A STYLIZED AND DESIGN*	87430649	4/28/17	Motorsport Aftermarket Group, Inc.
ANSWER RACING STYLIZED AND DESIGN*	87486222	6/13/17	Motorsport Aftermarket Group, Inc.
MOTORCYCLE SUPERSTORE	4440144	11/26/13	Motorcycle Superstore, Inc.
ROCKSOLID	4580608	8/5/14	DFR Acquisition Corporation
PYROPAK	4584938	8/12/14	DFR Acquisition Corporation
DRAGONFIRE	4739297	5/19/15	DFR Acquisition Corporation
[design only]	4739296	5/19/15	DFR Acquisition Corporation
FACTIONMX	4597503	9/2/14	DFR Acquisition Corporation
FIREBREATHER	4411598	10/1/13	DFR Acquisition Corporation
RACEPACE	4515075	4/15/14	DFR Acquisition Corporation
EVO*	86570044	3/19/15	DFR Acquisition Corporation
CRUSHER	4786974	8/4/15	Kuryakyn Holdings, LLC
MARKSMAN	5138309	2/7/17	Kuryakyn Holdings, LLC
BAHN	4882143	1/5/16	Kuryakyn Holdings, LLC
XKÛRSION	4787046	8/4/15	Kuryakyn Holdings, LLC
TECH-CONNECT	4485640	2/18/14	Kuryakyn Holdings, LLC
VELOCIRAPTOR	3932301	3/15/11	Kuryakyn Holdings, LLC
STREET SLEEPER	3932143	3/15/11	Kuryakyn Holdings, LLC
LIZARD	4042508	10/18/11	Kuryakyn Holdings, LLC
KURYAKYN	3670585	8/18/09	Kuryakyn Holdings, LLC
AIRMASTER	3673886	8/25/09	Kuryakyn Holdings, LLC
ISO	3118635	7/25/06	Kuryakyn Holdings, LLC
KURYAKYN	2892561	10/12/04	Kuryakyn Holdings, LLC
KURYAKYN K*	86810294	11/5/15	Kuryakyn Holdings, LLC
PRECISION*	87467613	5/30/17	Kuryakyn Holdings, LLC
MILWAUKEE TWINS	4702100	3/17/15	J&P Cycles, LLC
J&P CYCLES	3989451	7/5/11	J&P Cycles, LLC
J&P CYCLES	2027275	12/31/96	J&P Cycles, LLC
J & P CYCLES	2028995	1/7/97	J&P Cycles, LLC
KEEPING THE WORLD ON 2 WHEELS	2024131	12/17/96	J&P Cycles, LLC
BURLY BRAND	4000912	7/26/11	Performance Machine, LLC
[DESIGN ONLY]	2809428	1/27/04	Performance Machine, LLC
PROGRESSIVE SUSPENSION	2763839	9/16/03	Performance Machine, LLC
CRUISE CONTROL	2095831	9/9/97	Performance Machine, LLC
HI-OUTPUT GRENADES	5338149	11/21/17	V&H Performance, LLC
FUELPAK	3215744	3/6/07	V&H Performance, LLC
VANCE & HINES	2693185	3/4/03	V&H Performance, LLC
PORKER	1900357	6/20/95	V&H Performance, LLC
REVERE	5009166	7/26/16	Mustang Motorcycle Products, LLC

MARK	SERIAL/REG. NO.	FILING/REG. DATE	OWNER
MUSTANG	4664224	12/30/14	Mustang Motorcycle Products, LLC
MUSTANG	4649647	12/2/14	Mustang Motorcycle Products, LLC
MUSTANG	2162359	6/2/98	Mustang Motorcycle Products, LLC
MUSTANG	1882054	3/7/95	Mustang Motorcycle Products, LLC
BURLY BRAND	5209644	5/23/17	Performance Machine, LLC
CONTRAST CUT	4608128	9/23/14	Performance Machine, LLC
PERFORMANCE MACHINE	4518172	4/22/14	Performance Machine, LLC
BLACK OPS	4079572	1/3/12	Performance Machine, LLC
PHATAIL	2911115	12/14/04	Performance Machine, LLC
SUPER GAS	4063865	11/29/11	Performance Machine, LLC
PM	1952532	1/30/96	Performance Machine, LLC
PM	1913212	8/22/95	Performance Machine, LLC
MOTORCYCLE USA	4447317	12/10/13	Motorcycle USA, LLC
MOTORCYCLEUSA.COM	2794846	12/16/03	Motorcycle USA, LLC
BLACK BRAND	5166587	3/21/17	Tucker-Rocky Corporation, Inc.
BLACK BRAND	5156303	3/7/17	Tucker-Rocky Corporation, Inc.
BB	5156302	3/7/17	Tucker-Rocky Corporation, Inc.
BLACK BRAND MOTORCYCLE CLOTHING	5156301	3/7/17	Tucker-Rocky Corporation, Inc.
T-BAGS	3953245	5/3/11	Tucker-Rocky Corporation, Inc.
SPEED AND STRENGTH	3902125	1/4/11	Tucker-Rocky Corporation, Inc.
SPEED AND STRENGTH	4184607	12/20/11	Tucker-Rocky Corporation, Inc.
TPG TECHNICAL PERFORMANCE GEAR	3454781	6/24/08	Tucker-Rocky Corporation, Inc.
SPEED SPEED AND STRENGTH	5079974	11/15/16	Tucker-Rocky Corporation, Inc.
ASSAULT	3942489	4/12/11	Tucker-Rocky Corporation, Inc.
S/S SPEED AND STRENGTH	5033579	9/6/16	Tucker-Rocky Corporation, Inc.
SPEED SPEED AND STRENGTH	5033578	9/6/16	Tucker-Rocky Corporation, Inc.
SPEED AND STRENGTH FASTER. STRONGER	5033577	9/6/16	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	2993886	9/13/05	Tucker-Rocky Corporation, Inc.
SCOVILLE BLACK	4964755	5/24/16	Tucker-Rocky Corporation, Inc.
SCOVILLE BOSS	4964754	5/24/16	Tucker-Rocky Corporation, Inc.
E4S	5129238	1/24/17	Tucker-Rocky Corporation, Inc.
T-BAGS	5088770	11/29/16	Tucker-Rocky Corporation, Inc.
SPEED SPEED AND STRENGTH	5168852	3/28/17	Tucker-Rocky Corporation, Inc.
E4S	5401796	2/13/18	Tucker-Rocky Corporation, Inc.
RIVER ROAD	3167202	11/7/06	Tucker-Rocky Corporation, Inc.
RR RIVER ROAD	4913867	3/8/16	Tucker-Rocky Corporation, Inc.
COHORT	4902074	2/16/16	Tucker-Rocky Corporation, Inc.
FIRSTGEAR	4902068	2/16/16	Tucker-Rocky Corporation, Inc.
SS SPEED AND STRENGTH	3870761	11/2/10	Tucker-Rocky Corporation, Inc.
COERCION	4874567	12/22/15	Tucker-Rocky Corporation, Inc.
E4S ENGINEERED FOR SPEED	5151350	2/28/17	Tucker-Rocky Corporation, Inc.

MARK	SERIAL/REG. NO.	FILING/REG. DATE	OWNER
GOVERNOR	4799888	8/25/15	Tucker-Rocky Corporation, Inc.
BIKEMASTER	3684770	9/22/09	Tucker-Rocky Corporation, Inc.
HIGH PERFORMANCE LEATHER-TEX SPORT COLLECTION	2750969	8/12/03	Tucker-Rocky Corporation, Inc.
QB QUADBOSS	2722100	6/3/03	Tucker-Rocky Corporation, Inc.
MSRHP	3503383	9/23/08	Tucker-Rocky Corporation, Inc.
MSRMX	3400469	3/25/08	Tucker-Rocky Corporation, Inc.
TWIST OF FATE	3665416	8/11/09	Tucker-Rocky Corporation, Inc.
1 FIRSTGEAR	3625083	5/26/09	Tucker-Rocky Corporation, Inc.
KILIMANJARO	4206140	9/11/12	Tucker-Rocky Corporation, Inc.
V TWIN POWER	4452771	12/24/13	Tucker-Rocky Corporation, Inc.
QB QUADBOSS	4479243	2/11/14	Tucker-Rocky Corporation, Inc.
RIVER ROAD	4177406	7/24/12	Tucker-Rocky Corporation, Inc.
MSR	4215751	10/2/12	Tucker-Rocky Corporation, Inc.
MSR	4239551	11/13/12	Tucker-Rocky Corporation, Inc.
BIKEMASTER	4113363	3/20/12	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	4273710	1/15/13	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	4173290	7/17/12	Tucker-Rocky Corporation, Inc.
RIVER ROAD	3985943	6/28/11	Tucker-Rocky Corporation, Inc.
TRUGEL NANO-TECHNOLOGY	4009714	8/9/11	Tucker-Rocky Corporation, Inc.
MSRXC	3284258	8/28/07	Tucker-Rocky Corporation, Inc.
MSR	3387252	2/26/08	Tucker-Rocky Corporation, Inc.
CONTOUR	3472737	7/22/08	Tucker-Rocky Corporation, Inc.
BULLY LOCKS	2909754	12/14/04	Tucker-Rocky Corporation, Inc.
COVERMAX	2848958	6/1/04	Tucker-Rocky Corporation, Inc.
SKID LID	2882590	9/7/04	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	2504974	11/6/01	Tucker-Rocky Corporation, Inc.
SPEED AND STRENGTH	4235574	7/14/09	Tucker-Rocky Corporation, Inc.
LEATHER TEX	2434226	3/6/01	Tucker-Rocky Corporation, Inc.
MUD PRO	2316053	2/8/00	Tucker-Rocky Corporation, Inc.
DOMINATOR GRIPS	2590163	7/9/02	Tucker-Rocky Corporation, Inc.
COLD PRO	2353289	5/30/00	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	2513032	11/27/01	Tucker-Rocky Corporation, Inc.
BIKER'S CHOICE	2496626	10/9/01	Tucker-Rocky Corporation, Inc.
TR TUCKER ROCKY DISTRIBUTING	2205277	11/24/98	Tucker-Rocky Corporation, Inc.
HYPERTEX	2065422	5/27/97	Tucker-Rocky Corporation, Inc.
KILIMANJARO	2164211	6/9/98	Tucker-Rocky Corporation, Inc.
T-BAGS	1803260	11/9/93	Tucker-Rocky Corporation, Inc.
FIRSTGEAR	1742329	12/22/92	Tucker-Rocky Corporation, Inc.
THERMOLINER	1401312	7/15/86	Tucker-Rocky Corporation, Inc.
MSR	2002789	9/24/96	Tucker-Rocky Corporation, Inc.
BIKEMASTER	1625607	12/4/90	Tucker-Rocky Corporation, Inc.
HELL 'N BACK*	76718939	2/2/16	Tucker-Rocky Corporation, Inc.

Trademarks having an are "intent to use" trademark applications filed pursuant to Section 1(b) of the Lanham Act as referenced in Section 2 of the Trademark Security Agreement.