

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM596440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pilot Inc.		09/08/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wingspire Capital LLC, as Administrative Agent		
<b>Street Address:</b>	13010 Morris Road		
<b>Internal Address:</b>	Building One, Suite 175		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88844914	BULLY	
<b>Serial Number:</b>	88844929	BULLY	
<b>Serial Number:</b>	90084191		
<b>Registration Number:</b>	5842333	DC SPORTS	
<b>Registration Number:</b>	5842334	DC SPORTS	
<b>Registration Number:</b>	5868861	HII	
<b>Registration Number:</b>	4573348	APEX AUTO PARTS EXPERTS	
<b>Registration Number:</b>	4388970	NITRODE SPARK PLUGS	
<b>Registration Number:</b>	4902222	PILOT ELECTRONICS	
<b>Registration Number:</b>	5460681	ROVI	
<b>Registration Number:</b>	5504794	O	
<b>Registration Number:</b>	5537425	BELLA & MAX	
<b>Registration Number:</b>	3532870	PILOT	
<b>Serial Number:</b>	88065240		
<b>Registration Number:</b>	5860276	R RBP	
<b>Registration Number:</b>	5860275	R	
<b>Registration Number:</b>	5860274	R RBP ROLLING BIG POWER	
<b>Registration Number:</b>	3790749	RBP	

OP \$790.00 88844914

Property Type	Number	Word Mark
Registration Number:	3793785	RBP
Registration Number:	5853074	STEALTH POWER
Registration Number:	4569372	ICAGE
Registration Number:	4886117	RBP ARMOR
Registration Number:	5054378	RBP
Registration Number:	5557112	STRAIGHT DOIN' IT
Registration Number:	3540149	RBP
Registration Number:	3540150	ROLLING BIG POWER
Registration Number:	3543209	RBP
Registration Number:	3561813	R RBP
Registration Number:	3454261	
Registration Number:	3481113	VOODOO RIDE
Registration Number:	4521118	VOODOO RIDE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	8177.001
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	09/08/2020

**Total Attachments: 8**

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## **TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2020 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among Pilot Inc., a California corporation (referred to herein as "Grantor" or "Grantors"), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) that certain Credit Agreement, dated as of September 8, 2020, by and among PILOT-NGC HOLDING, INC., a Delaware corporation ("Holdings"), PILOT INC., a California corporation (the "Borrower-Pilot"), WANG'S INTERNATIONAL, INCORPORATED, a California corporation (the "Borrower-Wangs"), the other Subsidiaries (if any) of Holdings from time to time party thereto as "Borrowers" (together with Borrower-Pilot and Borrower-Wangs, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Subsidiaries (if any) of Holdings from time to time party thereto as "Guarantors" (together with Holdings, each, a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and (b) that certain Pledge and Security Agreement, dated as of September 8, 2020, by and among Holdings, Borrower-Pilot, Borrower-Wangs, the other Subsidiaries (if any) of Holdings from time to time party thereto as "Grantors" and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(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, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature,

now existing or hereafter adopted or acquired and 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, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

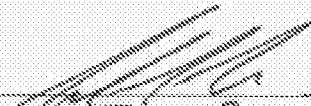
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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

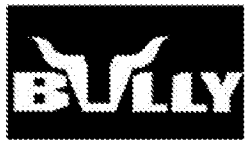



PILOT INC.






By:   
Name: Michael Du  
Title: Chief Financial Officer

WINGSPIRE CAPITAL LLC, as Administrative Agent





By:   
Name: John Brown  
Title: President LLC

**SCHEDULE I**  
**TRADEMARKS**

<b>Loan Party</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>
Pilot	Bully			88844914	3/23/2020	Pending
						
Pilot	Bully (logo)			88844929	3/23/2020	Pending
						
Pilot	Bully (bull only logo)			90084191	7/30/2020	Pending - Awaiting Assignment
Pilot	DC Sports	5842333	8/27/2019	87954076	6/8/2018	Registered
						
Pilot	DC Sports (logo)	5842334	8/27/2019	87954101	6/8/2018	Registered
Pilot	Hii	5868861	9/24/2019	87461438	5/23/2017	Registered
Pilot	APEX AUTO PART EXPERTS	4573348	7/22/2014	85906349	7/22/2014	Registered
Pilot	NITRODE SPARK PLUG	4388970	8/20/2013	85567949	8/20/2013	Registered
Pilot	Home is where the ride is!			88072752	8/9/2018	Pending - SOU
Pilot	PILOT ELECTRONICS	4902222	2/16/2016	85869253	2/16/2016	Registered
Pilot	RoVi	5460681	5/1/2018	87530536	7/17/2017	Registered
						
Pilot	RoVi ("O" logo)	5504794	6/28/2016	87579374	8/22/2017	Registered
Pilot	Bella & Max (child application)	5537425	8/7/2018	87977968	6/28/2016	Registered
Pilot	PILOT	3532870	11/18/2008	76675733	11/18/2008	Registered

Pilot	 Redline (logo)			88065240	8/3/2018	Pending - SOU
Pilot- RBP	 R Star RBP (new logo)	5860276	9/17/2019	88065140	8/3/2018	Registered
Pilot- RBP	 R Star (new logo)	5860275	9/17/2019	88065101	8/3/2018	Registered
Pilot- RBP	 R Star RBP Rolling Big Power (new logo)	5860274	9/17/2019	88065082	8/3/2018	Registered
Pilot- RBP	 Star RBP (logo)	3790749	5/18/2010	77480019	5/21/2008	Registered
Pilot- RBP	RBP	3793785	5/25/2010	77478526	5/19/2008	Registered
Pilot- RBP	Stealth Power	5853074	9/3/2019	88060941	8/1/2018	Registered
Pilot- RBP	iCAGE	4569372	7/15/2014	85901588	4/11/2013	Registered
Pilot- RBP	RBP ARMOR	4886117	1/12/2016	86730193	8/19/2015	Registered



Pilot-RBP	RBP	5054378	10/4/2016	86921257	2/26/2016	Registered
Pilot-RBP	Straight Doin' It	5557112	9/4/2018	87714199	12/8/2017	Registered
Pilot-RBP	RBP	3540149	12/2/2008	77454391	4/22/2008	Registered
Pilot-RBP	ROLLING BIG POWER	3540150	12/2/2008	77454417	4/22/2008	Registered
Pilot-RBP	 Star RBP (logo)	3543209	12/9/2008	77454456	4/22/2008	Registered
Pilot-RBP	 Star RBP (logo)	3561813	1/13/2009	77162162	4/20/2007	Registered
Pilot	Voltforce			90109788	8/12/2020	Pending - Awaiting Assignment
Pilot	 Voodoo Ride (skull logo)	3454261	6/24/2008	76666207	6/24/2008	Registered
Pilot	 Voodoo Ride (logo)	3481113	8/5/2008	76666206	8/5/2008	Registered
Pilot	Voodoo Ride	4521118	4/29/2014	86043752	4/29/2014	Registered
Pilot	LUNNA			88180204	11/2/2018	Pending

Pilot	ROLLING BIG POWER			TMA9653 94	3/10/2017	Registered
Pilot	<b>R† POWER</b>			TMA9739 73	6/20/2017	Registered
Pilot	<b>★ RBP</b>			TMA9739 74	6/20/2017	Registered

Trademark Licenses

None.