

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RALLYSPORT DIRECT, LLC		04/01/2021	Limited Liability Company: DELAWARE
PREMIER PERFORMANCE, LLC		04/01/2021	Limited Liability Company: DELAWARE
STAGE 3 MOTORSPORTS, LLC		04/01/2021	Limited Liability Company: DELAWARE
GRIMM SPEED, LLC		04/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC
Street Address:	311 South Walker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4012939	RALLYSPORTDIRECT
Registration Number:	4836541	LIFE IS TOO SHORT TO STAY STOCK
Registration Number:	4869808	RS
Registration Number:	4107813	WE SPEAK DIESEL
Registration Number:	4775462	WE SPEAK DIESEL
Registration Number:	5004119	WE SPEAK OFF-ROAD
Registration Number:	5004118	WE SPEAK PERFORMANCE
Registration Number:	5476138	PPREMIER
Registration Number:	5332656	P
Registration Number:	5404269	PREMIER PERFORMANCE PRODUCTS DISTRIBUTIO
Registration Number:	5404268	PREMIER PERFORMANCE PRODUCTS DISTRIBUTIO
Registration Number:	5136784	PREMIER
Registration Number:	5136783	PREMIER PERFORMANCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4772458	NORTHRIDGE 4X4
Registration Number:	4773013	NORTHRIDGE 4X4
Registration Number:	5217113	STAGE 3 MOTORSPORTS
Registration Number:	5886505	WE SPEAK TRUCKS
Registration Number:	3956944	G S
Registration Number:	3956941	GRIMMSPEED
Serial Number:	90149241	F FACTIONFAB

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	23772.515013
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	04/01/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 1, 2021 by RALLYSPORT DIRECT, LLC, a Delaware limited liability company (“RSD”), PREMIER PERFORMANCE, LLC, a Delaware limited liability company (“PP”), STAGE 3 MOTORSPORTS, LLC, a Delaware limited liability company (“Stage 3”) and GRIMM SPEED, LLC, a Delaware limited liability company (“Grimm” and together with RSD, PP and Stage 3, each a “Grantor”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Pledge and Security Agreement dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Capitalized terms used and not defined herein have the meanings given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and a continuing Lien on, all such Grantor’s right, title or interest in or to all registered Trademarks and pending applications for Trademarks listed on Schedule A attached hereto together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to 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 and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

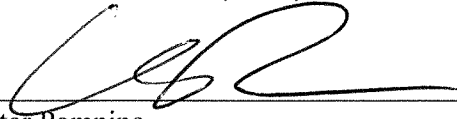
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).


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

[Signature pages follow.]


PREMIER PERFORMANCE, LLC, as Grantor

By: 
Name: Victor Pompino
Title: Chief Financial Officer

RALLYSPORT DIRECT, LLC, as Grantor
STAGE 3 MOTORSPORTS, LLC, as Grantor
GRIMM SPEED, LLC, as Grantor

By: 
Name: Victor Pompino
Title: Chief Financial Officer and Secretary

MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Collateral Agent



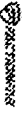
By:  _____

Name: Jordan Stephani

Title: Director

Schedule A
Trademark Registrations and Applications

Record Owner	Application/Serial No.	Trademark	Reg No.	Registration Date	Place of Registration	App Filing Date	Jurisdiction
RallySport Direct, LLC	77790559	RALLYSPORTDIRECT	4,012,939	8/16/2011	USPTO	7/27/2009	United States
RallySport Direct, LLC	86570284	Life is too short to stay stock	4,836,541	10/20/2015	USPTO	3/19/2015	United States
RallySport Direct, LLC	86570413		4,869,808	12/15/2015	USPTO	3/19/2015	United States
Premier Performance, LLC	85261299	We Speak Diesel	4,107,813	3/6/2012	USPTO	3/8/2011	United States
Premier Performance, LLC	86304411	WE SPEAK DIESEL	4,775,462	7/21/2015	USPTO	6/9/2014	United States
Premier Performance, LLC	86450526	WE SPEAK OFF-ROAD	5,004,119	7/19/2016	USPTO	11/11/2014	United States
Premier Performance, LLC	86450512	WE SPEAK PERFORMANCE	5,004,118	7/19/2016	USPTO	11/11/2014	United States
Premier Performance, LLC	87072106		5,476,138	5/22/2018	USPTO	6/15/2016	United States
Premier Performance, LLC	87072088		5,332,656	11/14/2017	USPTO	6/15/2016	United States
Premier Performance, LLC	87072098	PREMIER PERFORMANCE PRODUCTS DISTRIBUTION	5,404,269	2/20/2018	USPTO	6/15/2016	United States
Premier Performance, LLC	87072082		5,404,268	2/20/2018	USPTO	6/15/2016	United States
Premier Performance, LLC	87072103	PREMIER	5,136,784	2/7/2017	USPTO	6/15/2016	United States
Premier Performance, LLC	87072090	PREMIER PERFORMANCE	5,136,783	2/7/2017	USPTO	6/15/2016	United States

Record Owner	Application/Serial No.	Trademark	Reg No.	Registration Date	Place of Registration	App Filing Date	Jurisdiction
Premier Performance, LLC	86450532	Northridge 4x4	4,772,458	7/14/2015	USPTO	11/11/2014	United States
Premier Performance, LLC	86471320		4,773,013	7/14/2015	USPTO	12/4/2014	United States
Stage 3 Motorsports, LLC	87191903	STAGE 3 MOTORSPORTS	5,217,113	6/6/2017	USPTO	10/4/2016	United States
Premier Performance, LLC	88032977	WE SPEAK TRUCKS	5,886,505	10/15/2019	USPTO	1/4/2019	United States
Grimm Speed, LLC	85011385		3,956,944	5/10/2011	USPTO	4/12/2010	United States
Grimm Speed, LLC	85010794	GRIMMSPEED	3,956,941	5/10/2011	USPTO	4/9/2010	United States
PREMIER PERFORMANCE, LLC	90149241		N/A	N/A	USPTO	8/31/2020	United States

TRADEMARK

REEL: 007241 FRAME: 0617

RECORDED: 04/01/2021