

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		04/01/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	PREMIER PERFORMANCE ACQUISITION, LLC		
Street Address:	278 E. Dividend Drive		
City:	Rexburg		
State/Country:	IDAHO		
Postal Code:	83440		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	PREMIER PERFORMANCE, LLC		
Street Address:	278 E. Dividend Drive		
City:	Rexburg		
State/Country:	IDAHO		
Postal Code:	83440		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	RALLYSPORT DIRECT, LLC		
Street Address:	278 E. Dividend Drive		
City:	Rexburg		
State/Country:	IDAHO		
Postal Code:	83440		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	NORTHRIDGE 4X4 LLC		
Street Address:	278 E. Dividend Drive		
City:	Rexburg		
State/Country:	IDAHO		
Postal Code:	83440		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	STAGE 3 MOTORSPORTS, LLC		
Street Address:	278 E. Dividend Drive		
City:	Rexburg		

OP \$465.00 5476138

State/Country:	IDAHO
Postal Code:	83440
Entity Type:	Limited Liability Company: DELAWARE
Name:	APG GS, LLC
Street Address:	278 E. Dividend Drive
City:	Rexburg
State/Country:	IDAHO
Postal Code:	83440
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
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
Registration Number:	4775462	WE SPEAK DIESEL
Registration Number:	4773013	NORTHRIDGE 4X4
Registration Number:	4772458	NORTHRIDGE 4X4
Registration Number:	5004119	WE SPEAK OFF-ROAD
Registration Number:	5004118	WE SPEAK PERFORMANCE
Registration Number:	4107813	WE SPEAK DIESEL
Registration Number:	4869808	RS
Registration Number:	4836541	LIFE IS TOO SHORT TO STAY STOCK
Registration Number:	4012939	RALLYSPORTDIRECT
Registration Number:	5217113	STAGE 3 MOTORSPORTS
Registration Number:	3956944	G S
Registration Number:	3956941	GRIMMSPEED

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

TRADEMARK

REEL: 007242 FRAME: 0900

ATTORNEY DOCKET NUMBER:	23772.515013
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	04/02/2021
Total Attachments: 4 source=Gearhead - Trademark Release (Executed)#page1.tif source=Gearhead - Trademark Release (Executed)#page2.tif source=Gearhead - Trademark Release (Executed)#page3.tif source=Gearhead - Trademark Release (Executed)#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 1, 2021, by FIFTH THIRD BANK, National Association, in its capacity as administrative agent (“Administrative Agent”) pursuant to the Security Agreements (as defined below), in favor of PREMIER PERFORMANCE ACQUISITION, LLC, a Delaware limited liability company, PREMIER PERFORMANCE, LLC, a Delaware limited liability company, RALLYSPORT DIRECT, LLC, a Delaware limited liability company, NORTHRIDGE 4X4 LLC, a Delaware limited liability company, STAGE 3 MOTORSPORTS, LLC, a Delaware limited liability company, and APG GS, LLC, a Delaware limited liability company (collectively, “Grantors”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements.

W I T N E S S E T H:

WHEREAS, Grantors and Administrative Agent were parties to that certain Intellectual Property Security Agreement dated December 19, 2014, Intellectual Property Security Agreement dated April 30, 2015, Amended and Restated Intellectual Property Security Agreement dated November 13, 2017, Amended and Restated Intellectual Property Agreement dated November 13, 2017, Intellectual Property Security Agreement dated June 26, 2018 and Intellectual Property Security Agreement dated February 28, 2019 (the “Security Agreements”), pursuant to which Grantors granted a security interest to Administrative Agent in certain intellectual property, including but not limited to, the Trademark Collateral (as defined below) as security for certain obligations owing by Grantors to Administrative Agent, including certain of the Trademarks (as defined in the Security Agreements) set forth on Schedule I hereto; and

WHEREAS, the Security Agreements were recorded by the United States Patent and Trademark Office on December 24, 2014 Reel/Frame 5429/0515, on May 1, 2015 Reel/Frame 5508/0151, on January 17, 2018 Reel/Frame 6251/0406, on January 17, 2018 Reel/Frame 6251/0337, on February 27, 2019 Reel/Frame 6583/0872 and on March 7, 2019 Reel/Frame 6584/0322.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreements:

1. Administrative Agent hereby releases its security interest and all of its right, title and interest in and to the following (collectively the “Trademark Collateral”):

(a) each Trademark listed on Schedule I annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the Borrowers’ business connected with the use of, and symbolized by, each such Trademark; and

(b) all proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (i) infringement of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Administrative Agent hereby releases, grants and conveys to Grantors, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent’s right, title and interest in and to the Trademark Collateral.

3. Administrative Agent hereby agrees at the Borrowers’ sole cost and expense to execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

FIFTH THIRD BANK, as Administrative Agent




By:  _____

Name: Shane Johnson

Title: Executive Director

SCHEDULE I

Trademark Registrations

Trademark	Application Number	Registration Number
	87072106	5476138
	87072088	5332656
PREMIER PERFORMANCE PRODUCTS DISTRIBUTION	87072098	5404269
	87072082	5404268
PREMIER	87072103	5136784
PREMIER PERFORMANCE	87072090	5136783
WE SPEAK DIESEL	86304411	4775462
	86471320	4773013
NORTHRIDGE 4X4	86450532	4772458

WE SPEAK OFF-ROAD	86450526	5004119
WE SPEAK PERFORMANCE	86450512	5004118
We Speak Diesel	85261299	4107813
	86570413	4869808
LIFE IS TOO SHORT TO STAY STOCK	86570284	4836541
RALLYSPORTDIRECT	77790559	4012939
STAGE 3 MOTORSPORTS	87191903	5217113
	85011385	3956944
GRIMMSPEED	85010794	3956941

Trademark Applications

None.