

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Roush Fenway Racing, LLC		02/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
Roush Fenway Services, LLC		02/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
Roush Air, L.L.C.		02/02/2011	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank
Street Address:	201 N. Tryon Street
Internal Address:	Suite 1800, Mail Drop: NFT18E
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	banking corporation: OHIO

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2289735	J.R.'S GARAGE
Registration Number:	2276964	J.R.'S GARAGE EST. 1996
Registration Number:	2282413	99
Registration Number:	2481134	50
Registration Number:	2464427	WHITE KNUCKLE RACING
Registration Number:	3464849	17
Registration Number:	2822020	99
Registration Number:	2544774	60
Registration Number:	2662012	6
Registration Number:	2981078	16

OP \$340.00 2289735

Registration Number:	3370931	06
Registration Number:	3349831	26
Registration Number:	3902515	ROUSH FENWAY RACING

**CORRESPONDENCE DATA**

Fax Number: (704)444-1111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7044441000  
Email: elaine.hunt@alston.com  
Correspondent Name: Courtney Grosenick  
Address Line 1: Alston & Bird LLP  
Address Line 2: 101 South Tryon Street, Suite 4000  
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	44678/399408
NAME OF SUBMITTER:	Elaine B. Hunt
Signature:	/Elaine B. Hunt/
Date:	02/07/2011

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 2, 2011, by Roush Fenway Racing, LLC, a Delaware limited liability company ("RFR"), whose address is 4600 Roush Place, Concord, North Carolina 28027, Roush Fenway Services, LLC, a Delaware limited liability company ("RFS"), whose address is 4600 Roush Place, Concord, North Carolina 28027, and Roush Air, L.L.C., a Michigan limited liability company ("Roush Air" together with RFR and RFS, the "Grantors" and each individually a "Grantor"), whose address is 4600 Roush Place, Concord, North Carolina 28027, in favor Fifth Third Bank, an Ohio banking corporation (together with its successors, transferees and assigns, "Secured Party"), as lender.

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of February 2, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Roush Fenway Racing, LLC ("Borrower") and the Secured Party, the Secured Party has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors other than Borrower are party to the Subsidiary Guarantee pursuant to which they have guaranteed the Obligations; and

WHEREAS, Borrower is party to a Security and Pledge Agreement of even date herewith in favor of the Secured Party (the "Borrower Security Agreement"), pursuant to which Borrower is required to execute and deliver this Trademark Security Agreement.

WHEREAS, Grantors other than Borrower are party to a Subsidiary Security and Pledge Agreement of even date herewith in favor of the Secured Party (the "Subsidiary Security Agreement," together with the Borrower Security Agreement, the "Security Agreements"), pursuant to which such applicable Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement and to induce the Secured Party to make extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Secured Party as follows:

Section 1.     Defined Terms.

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreements and used herein have the meaning given to them in the Credit Agreement or the Security Agreements.

Section 2.     Grant of Security Interest in Trademark Collateral.

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and/or Guaranteed Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, divisions, continuations or extensions of the foregoing;
- (c) all goodwill of the business associated with such Trademark, or connected with the use of, and symbolized by, each Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement.

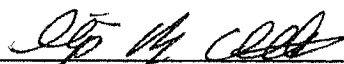
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreements and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

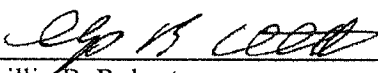
ROUSH FENWAY RACING, LLC

By:   
Name: Phillip B. Roberts  
Title: Chief Financial Officer

ROUSH AIR, L.L.C.

By:   
Name: Phillip B. Roberts  
Title: Chief Financial Officer

ROUSH FENWAY SERVICES, LLC

By:   
Name: Phillip B. Roberts  
Title: Chief Financial Officer

ACCEPTED AND AGREED as of the date first above written:

FIFTH THIRD BANK,  
as Secured Party

By: 

Name: D. Mitch Wilson

Title: Vice President

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Registered Trademarks owned by Roush Fenway Racing, LLC (Reg. No.)**

J.R.'s GARAGE (2,289,735)  
J.R.'s GARAGE EST. 1996 & Design (2,276,964)  
99 (Round Edges) (2,282,413)  
50 (Round Edges) (2,481,134)  
WHITE KNUCKLE RACING & Dsn (2,464,427)  
17 (Square Edges) (3,464,849)  
99 (Square Edges Lean Rt) (2,822,020)  
60 (Round Edges) (2,544,774)  
6 (Round Edges) (2,662,012)  
16 (Plain Numeral)(2,981,078)  
06 (3,370,931)  
26 (3,349,831)  
ROUSH FENWAY RACING (3,902,515)