

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
Ride Control, LLC		12/10/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC 1114-029
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2181626	CLASSIC
Registration Number:	1248277	FLEETLINE
Registration Number:	0514479	GABRIEL
Registration Number:	2010647	GAS PRO
Registration Number:	1978832	GASSLX
Registration Number:	0906517	HI JACKERS
Registration Number:	0953510	LOAD CARRIER
Registration Number:	1946047	PRECISIONRIDE
Registration Number:	3002246	PRO SERIES
Registration Number:	2770076	RAPPID
Registration Number:	3233842	REACT
Registration Number:	3149171	READYMOUNT
Registration Number:	0991258	RED RYDER

CH \$490.00 2181626

Registration Number:	2459773	RYDE FX
Registration Number:	2415552	RYDE FX HIGH PERFORMANCE SHOCKS
Registration Number:	1660353	SILVER E
Registration Number:	2579892	SLIDE
Registration Number:	2792438	SOLO
Registration Number:	1717918	STRUT CUSHION

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: rebecca.lederhouse@bakermckenzie.com,
colleen.brennan@bakermckenzie.com

Correspondent Name: Rebecca Lederhouse

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 22009635-000013

NAME OF SUBMITTER: Rebecca Lederhouse

Signature: /rebecca lederhouse/

Date: 12/17/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Ride Control, LLC, a Delaware limited liability company located at 6700 Wildlife Way, Long Grove, Illinois 60047 (herein referred to as the "Lien Grantor") owns the Trademark Collateral (as defined below);

WHEREAS, MAT Holdings, Inc., an Illinois corporation (the "Borrower"), the Lenders party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, are parties to a Credit Agreement dated as of September 9, 2011, as amended and restated by that certain Amended and Restated Credit Agreement dated as of December 10, 2012 by and among the Borrower, the Lenders party thereto, Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender (the "Credit Agreement"); and

WHEREAS, pursuant to (i) that certain Collateral Agreement dated as of December 10, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Borrower, the Lien Grantor, the other Grantors party thereto and Wells Fargo Bank, National Association, in its capacity as administrative agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (as defined in the Credit Agreement) (including this Trademark Security Agreement), the Lien Grantor has guaranteed the Secured Obligations (as defined in the Credit Agreement) and secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor hereby assigns and transfers to the Grantee, and hereby grants to the Grantee, for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), a security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) each Trademark (as defined in the Collateral Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(b) all rights, priorities and privileges relating to the foregoing and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, all reissues, divisions, continuations, renewals, reexaminations, extensions, continuations-in-part of the foregoing, all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith and

damages and payments for past or future infringements thereof, and all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets (as defined in the Collateral Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Collateral Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

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

This Trademark Security Agreement shall be governed by, construed and enforced in accordance with, the law of the State of Illinois, without reference to conflicts or choice of law principles thereof.

The Lien Grantor hereby irrevocably and unconditionally, for itself and its property:

(a) submits to the nonexclusive jurisdiction of the courts of the State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and the Lien Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois state court or, to the fullest extent permitted by Applicable Law, in such Federal court;

(b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, and further agrees that nothing in this Trademark Security Agreement or in any other Loan Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document against the Lien Grantor or any of its properties in the courts of any jurisdiction consents that any such action or proceeding may be brought in such courts and waives any

objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

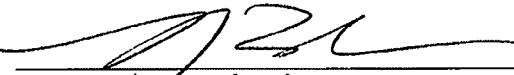
(c) waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document in any court referred to in paragraph (b) above; and the Lien Grantor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; and

(d) consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement (it being understood that nothing in this Trademark Security Agreement will affect the right of any Secured Party to serve process in any other manner permitted by Applicable Law).

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10th day of December 2012.

RIDE CONTROL, LLC

By: 
Name: Lisa Bahash
Title: President

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10th day of December, 2012.

RIDE CONTROL, LLC

By: _____
Name:
Title:

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: Rosalie C. Hawley
Name: Rosalie C. Hawley
Title: Vice President

RIDE CONTROL, LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CLASSIC	2,181,626	8/11/1998
FLEETLINE	1,248,277	08/16/1983
GABRIEL	0514479	08/30/1949
GAS PRO	2,010,647	10/22/1996
GASSLX	1,978,832	06/04/1996
HI JACKERS	0906517	01/26/1971
LOAD CARRIER	0953510	02/20/1973
PRECISIONRIDE	1,946,047	01/02/1996
PRO SERIES	3,002,246	09/27/2005
RAPPID	2,770,076	09/30/2003
REACT	3,233,842	04/24/2007
READYMOUNT	3,149,171	09/26/2006
RED RYDER	0991258	08/20/1974
RYDE FX	2,459,773	06/12/2001
RYDE FX HIGH PERFORMANCE SHOCKS & DESIGN	2,415,552	12/26/2000
SILVER E	1,660,353	10/08/1991
SLIDE	2,579,892	06/11/2002
SOLO	2,792,438	12/09/2003
STRUT CUSHION	1,717,918	09/22/1992