

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
Kuryakyn Holdings, LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
J&P Cycles, LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
DFR Acquisition Corporation		03/26/2012	CORPORATION: DELAWARE
Motorsport Aftermarket Group, Inc.		03/26/2012	CORPORATION: DELAWARE
Mustang Motorcycle Products, LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
Performance Machine, LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
Progressive Suspension, LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
V&H Performance, LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	3208307	DRAGONFIRE RACING	
Registration Number:	2024131	KEEPING THE WORLD ON 2 WHEELS	
Registration Number:	2027275	J&P CYCLES	
Registration Number:	2028995	J & P CYCLES	

Registration Number:	3989451	J&P CYCLES
Registration Number:	3673886	AIRMASTER
Registration Number:	3118635	ISO
Registration Number:	2892561	KURYAKYN
Registration Number:	3670585	KURYAKYN
Registration Number:	3574750	LIBERATOR
Registration Number:	4042508	LIZARD
Registration Number:	3990659	PERFECT STORM
Registration Number:	3932143	STREET SLEEPER
Registration Number:	3932301	VELOCIRAPTOR
Registration Number:	3515500	WIDOW
Registration Number:	3443062	WIDOW
Registration Number:	3330612	WILD THINGS
Registration Number:	3330611	WILD THINGS PERFORMANCE
Registration Number:	0979960	CYCLE NEWS
Registration Number:	3561759	BIKER ESSENTIALS
Registration Number:	1882025	BLACHERE
Registration Number:	2162359	MUSTANG
Registration Number:	1913212	PM
Registration Number:	1952532	PM
Registration Number:	3203836	PM PHATROD
Registration Number:	4079572	BLACK OPS
Registration Number:	3393671	CONTRAST CUT
Registration Number:	3464893	FORGE-TEC MOTORCYCLE
Registration Number:	2911115	PHATAIL
Registration Number:	4063865	SUPER GAS
Registration Number:	2809428	
Registration Number:	2716499	AIRTAIL
Registration Number:	4000912	BURLY BRAND
Registration Number:	2095831	CRUISE CONTROL
Registration Number:	2990665	GRAVITY
Registration Number:	2763839	PROGRESSIVE SUSPENSION
Registration Number:	3215744	FUELPAK
Registration Number:	1900357	PORKER
Registration Number:	2693185	VANCE & HINES

TRADEMARK

REEL: 004969 FRAME: 0807

Fax Number: 3128622200

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

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee M. Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

10265-35 RMP

NAME OF SUBMITTER:

Renee M. Prescan

Signature:

/Renee M. Prescan/

Date:

02/25/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated March 26, 2012 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Administrative Agent, with its principal office at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of March 26, 2012 (as amended, restated, amended and restated, extended, refinanced, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Motorsport Aftermarket Group, Inc., a Delaware corporation, as the borrower (the "Borrower"), Rally Holdings, LLC, a Delaware limited liability company ("Holdings"), Ralco Holdings, Inc., a Delaware corporation, the other Persons listed as "Loan Parties" on the signature pages thereto, as Guarantors, the Lenders party thereto from time to time and Wilmington Trust, National Association, as Administrative Agent for the Secured Parties. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Security Agreement dated March 26, 2012, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided, that, in no event shall any security interest be granted in 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 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, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the

validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

KURYAKYN HOLDINGS, LLC, as Grantor

By: 


Brian Etter
Chief Executive Officer

J&P CYCLES, LLC, as Grantor

By: 

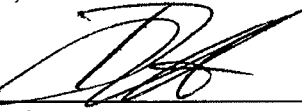
Brian Etter
Chief Executive Officer

DFR ACQUISITION CORPORATION, as
Grantor

By: 

Brian Etter
Chief Executive Officer


**MOTORSPORT AFTERMARKET GROUP,
INC.**, as Grantor

By: 


Brian Etter
President & Chief Executive Officer

[Signature Page to Trademark Security Agreement]

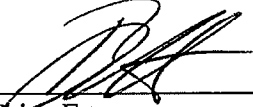
**MUSTANG MOTORCYCLE PRODUCTS,
LLC, as Grantor**

By: 
Brian Etter
Chief Executive Officer


PERFORMANCE MACHINE, LLC, as Grantor

By: 
Brian Etter
Chief Executive Officer

PROGRESSIVE SUSPENSION, LLC, as Grantor

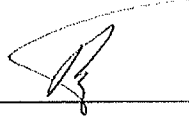
By: 
Brian Etter
Chief Executive Officer

V&H PERFORMANCE, LLC, as Grantor

By: 
Brian Etter
Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent and
Grantee**

By: 
Name: **BORIS TREYGER**
Title: **VICE PRESIDENT**






[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
DragonFire Racing	Serial No. 78/847,419 Reg. No. 3,208,307	Filing Date 3/27/2006 Reg. Date 2/13/2007	DFR Acquisition Corporation
FACTIONMX	Serial No. 85/371,309	Filing Date 7/14/2011	DFR Acquisition Corporation No filing basis
KEEPING THE WORLD ON 2 WHEELS	Serial No. 75/065,337 Reg. No. 2,024,131	Filing Date 2/29/1996 Reg. Date 12/17/1996	J&P Cycles, LLC
	Serial No. 75/065,354 Reg. No. 2,027,275	Filing Date 2/29/1996 Reg. Date 12/31/1996	J&P Cycles, LLC
J & P CYCLES	Serial No. 75/067,115 Reg. No. 2,028,995	Filing Date 3/4/1996 Reg. Date 1/7/1997	J&P Cycles, LLC
J&P CYCLES	Serial No. 85/174,317 Reg. No. 3,989,451	Filing Date 11/11/2010 Reg. Date 7/5/2011	J&P Cycles, LLC
AIRMASTER	Serial No. 77/406,373 Reg. No. 3,673,886	Filing Date 2/26/2008 Reg. Date 8/25/2009	Kuryakyn Holdings, LLC
ISO	Serial No. 76/456,324 Reg. No. 3,118,635	Filing Date 9/30/2002 Reg. Date 7/25/2006	Kuryakyn Holdings, LLC
KURYAKYN	Serial No. 76/466,572 Reg. No. 2,892,561	Filing Date 11/4/2002 Reg. Date 10/12/2004	Kuryakyn Holdings, LLC
Kuryakyn	Serial No. 77/501,237 Reg. No. 3,670,585	Filing Date 6/17/2008 Reg. Date 8/18/2009	Kuryakyn Holdings, LLC
Liberator	Serial No. 77/339,142 Reg. No. 3,574,750	Filing Date 11/28/2007 Reg. Date 2/17/2009	Kuryakyn Holdings, LLC
Lizard	Serial No. 77/743,843 Reg. No. 4,042,508	Filing Date 5/25/2009 Reg. Date 10/18/2011	Kuryakyn Holdings, LLC
Perfect Storm	Serial No. 77/825,738 Reg. No. 3,990,659	Filing Date 9/14/2009 Reg. Date 7/5/2011	Kuryakyn Holdings, LLC
Street Sleeper	Serial No. 77/876,242 Reg. No. 3,932,143	Filing Date 11/19/2009 Reg. Date 3/15/2011	Kuryakyn Holdings, LLC
Velociraptor	Serial No. 77/899,525 Reg. No. 3,932,301	Filing Date 12/22/2009 Reg. Date 3/15/2011	Kuryakyn Holdings, LLC

¹ This mark was filed under Performance Machine, Inc. Performance Machine, Inc. converted to Performance Machine, LLC on December 27, 2010 and documents will be filed with the PTO to reflect this conversion.

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
Widow	Serial No. 77/407,279 Reg. No. 3,515,500	Filing Date 2/27/2008 Reg. Date 10/14/2008	Kuryakyn Holdings, LLC
Widow	Serial No. 78/980,020 Reg. No. 3,443,062	Filing Date 12/5/2005 Reg. Date 6/3/2008	Kuryakyn Holdings, LLC
WILD THINGS	Serial No. 78/438,788 Reg. No. 3,330,612	Filing Date 6/21/2004 Reg. Date 11/6/2007	Kuryakyn Holdings, LLC
WILD THINGS PERFORMANCE	Serial No. 78/438,783 Reg. No. 3,330,611	Filing Date 6/21/2004 Reg. Date 11/6/2007	Kuryakyn Holdings, LLC
CYCLE NEWS	Serial No. 72/375,300 Reg. No. 979,960	Filing Date 11/5/1970 Reg. Date 3/5/1974	Motorsport Aftermarket Group, Inc.
BIKER ESSENTIALS	Serial No. 77/135,552 Reg. No. 3,561,759	Filing Date 3/20/2007 Reg. Date 1/13/2009	Mustang Motorcycle Products, LLC
	Serial No. 74/449,089 Reg. No. 1,882,054	Filing Date 10/21/1993 Reg. Date 3/7/1995	Mustang Motorcycle Products, LLC
	Serial No. 74/707,643 Reg. No. 2,162,359	Filing Date 7/28/1995 Reg. Date 6/2/1998	Mustang Motorcycle Products, LLC
	Serial No. 74/556,591 Reg. No. 1,913,212	Filing Date 7/28/1994 Reg. Date 8/22/1995	Performance Machine, LLC
	Serial No. 74/558,528 Reg. No. 1,952,532	Filing Date 8/8/1994 Reg. Date 1/30/1996	Performance Machine, LLC
	Serial No. 78/844,863 Reg. No. 3,203,836	Filing Date 3/23/2006 Reg. Date 1/30/2007	Performance Machine, LLC
BLACK OPS	Serial No. 85/304,174 Reg. No. 4,079,572	Filing Date 4/25/2011 Reg. Date 1/3/2012	Performance Machine, LLC ¹
CONTRAST CUT	Serial No. 77/159,018 Reg. No. 3,393,671	Filing Date 4/17/2007 Reg. Date 3/4/2008	Performance Machine, LLC

¹ This mark was filed under Performance Machine, Inc. Performance Machine, Inc. converted to Performance Machine, LLC on December 27, 2010 and documents will be filed with the PTO to reflect this conversion.

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
	Serial No. 76/674,865 Reg. No. 3,464,893	Filing Date 3/30/2007 Reg. Date 7/15/2008	Performance Machine, LLC
PERFORMANCE MACHINE	Serial No. 85/477,264	Filing Date 11/20/2011	Performance Machine, LLC No filing basis
PHATAIL	Serial No. 78/338,890 Reg. No. 2,911,115	Filing Date 12/10/2003 Reg. Date 12/14/2004	Performance Machine, LLC
SUPER GAS	Serial No. 77/844,338 Reg. No. 4,063,865	Filing Date 10/8/2009 Reg. Date 11/29/2011	Performance Machine, LLC
	Serial No. 78/144,038 Reg. No. 2,809,428	Filing Date 7/15/2002 Reg. Date 1/27/2004	Progressive Suspension, LLC
AIRTAIL	Serial No. 76/347,780 Reg. No. 2,716,499	Filing Date 12/13/2001 Reg. Date 5/13/2003	Progressive Suspension, LLC
BURLYBRAND	Serial No. 85/049,742 Reg. No. 4,000,912	Filing Date 5/27/2010 Reg. Date 7/26/2011	Progressive Suspension, LLC
CRUISE CONTROL	Serial No. 75/024,076 Reg. No. 2,095,831	Filing Date 11/27/1995 Reg. Date 9/9/1997	Progressive Suspension, LLC
GRAVITY	Serial No. 78/408,347 Reg. No. 2,990,665	Filing Date 4/26/2004 Reg. Date 8/30/2005	Progressive Suspension, LLC
PROGRESSIVE SUSPENSION	Serial No. 76/440,998 Reg. No. 2,763,839	Filing Date 8/16/2002 Reg. Date 9/16/2003	Progressive Suspension, LLC
FUELPAK	Serial No. 78/882,823 Reg. No. 3,215,744	Filing Date 5/12/2006 Reg. Date 3/6/2007	V&H Performance, LLC
PORKER	Serial No. 74/523,171 Reg. No. 1,900,357	Filing Date 5/4/1994 Reg. Date 6/20/1995	V&H Performance, LLC
VANCE & HINES	Serial No. 76/417,011 Reg. No. 2,693,185	Filing Date 6/4/2002 Reg. Date 3/4/2003	V&H Performance, LLC

¹ This mark was filed under Performance Machine, Inc. Performance Machine, Inc. converted to Performance Machine, LLC on December 27, 2010 and documents will be filed with the PTO to reflect this conversion.