

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
K & N ENGINEERING, INC.		04/03/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3666566	ACCUCHARGE PRECISION OILING SYSTEM
Registration Number:	3666746	HPR HORSEPOWER RATED
Registration Number:	3384378	SPECTRE EMS-PRO
Registration Number:	3252685	SPECTRE
Registration Number:	3252686	SPECTRE
Registration Number:	3255169	SPECTRE
Registration Number:	3253179	SS
Registration Number:	3253180	SS
Registration Number:	3253181	SS
Registration Number:	2763222	AEM
Registration Number:	2600528	AEM
Serial Number:	85780802	K&N HIGH-FLOW AIR FILTER
Serial Number:	85780820	HIGH-FLOW AIR FILTER
Serial Number:	85502193	

CH \$365.00 3666566

CORRESPONDENCE DATA

Fax Number: 2138308743

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

Phone: 213-680-6651

Email: kimberley.lathrop@bingham.com

Correspondent Name: KIMBERLEY A. LATHROP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 2: BINGHAM MCCUTCHEN LLP

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3321909.358471
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	04/03/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 3, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 3, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement dated as of April 3, 2013 in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

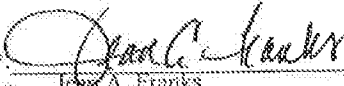
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

K & N ENGINEERING, INC.,
as Grantor


By: 
Name: John A. Franks
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004997 FRAME: 0416

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent






By: 
Name: Arthur C. Wright
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations


1. U.S. FEDERAL REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Status
ACCUCHARGE PRECISION OILING SYSTEM	3666566	08/11/2009	Registered
BRUTE FORCE	3875377	11/16/2010	Registered
	2786508	11/25/2003	Registered
DRYFLOW	3692361	10/06/2009	Registered
FIPK	2683563	02/04/2003	Registered
	3887606	12/07/2010	Registered
HPR HORSEPOWER RATED	3666746	08/11/2009	Registered
	2581371	06/18/2002	Registered
	3692417	10/06/2009	Registered
K&N	3546897	12/16/2008	Registered
	3012764	11/08/2005	Registered
K&N MILLION MILE LIMITED WARRANTY	2812971	02/10/2004	Registered
K&N MILLION MILE LIMITED WARRANTY GARANTIE LIMITEE MILLION DE MILES GARANTIA LIMITADA DE UN MILLION DE MILLAS	2975599	07/26/2005	Registered

Trademark	Registration Number	Registration Date	Status
	2866592	07/27/2004	Registered
	2903147	11/16/2004	Registered
KNFILTERS.COM	2971304	07/19/2005	Registered
KNFILTERS.COM	2795952	12/16/2003	Registered
KNPOWERSPORTS.COM	3006166	10/11/2005	Registered
MAKE YOUR MOVE	3584559	03/03/2009	Registered
MAKE YOUR MOVE	3046219	01/17/2006	Registered
PERFORMANCE GOLD	2282981	10/05/1999	Registered
POWERLID	2931847	03/08/2005	Registered
SNOWCHARGER	2858015	06/29/2004	Registered
SPECTRE EMS-PRO	3384378	02/19/2008	Registered
WRENCH-OFF	3876923	11/16/2010	Registered
WRENCH-OFF OIL FILTER	3879559	11/23/2010	Registered
XSTREAM	2773762	10/14/2003	Registered
	2843026	05/18/2004	Registered
AIRCHARGER	2236589	04/06/1999	Registered
DRYCHARGER	2236590	04/06/1999	Registered
PRECHARGER	2287093	10/19/1999	Registered
RECHARGER	2271564	08/24/1999	Registered
	2225500	02/23/1999	Registered
FILTERCHARGER	1281461	06/12/1984	Registered
	1536024	04/25/1989	Registered
STUBSTACK	1323108	03/05/1985	Registered

Trademark	Registration Number	Registration Date	Status
TYPHOON	2475641	08/07/2001	Registered
K&N THE WORLD'S BEST AIR FILTER	4236250	11/06/2012	Registered
POWER KLEEN	4232211	10/30/2012	Registered
SPECTRE	3252685	06/19/2007	Registered
SPECTRE	3252686	06/19/2007	Registered
SPECTRE	3255169	06/26/2007	Registered
SS	3253179	06/19/2007	Registered
SS3252685	3253180	06/19/2007	Registered
SS	3253181	06/19/2007	Registered
AEM	2763222	9/16/2003	Registered
AEM	2600528	07/30/2002	Registered

2. U.S. FEDERAL TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Status
K&N HIGH-FLOW AIR FILTER	85780802	11/15/2012	Pending
HIGH-FLOW AIR FILTER	85780820	11/15/2012	Pending
	85502193	12/22/2011	Pending