

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSD LLC		12/16/2013	LIMITED LIABILITY COMPANY: DELAWARE
Powerteq LLC		12/16/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Z Capital Commercial Finance, L.L.C.		
Street Address:	Two Conway Park		
Internal Address:	150 Field Drive, Suite 300		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	3005053	ADVANCED POWER SYSTEM	
Registration Number:	2909719	DIESEL DYNAMICS	
Registration Number:	3231310	E-CURVE	
Registration Number:	2278834	HELI-CORE	
Registration Number:	3277016	LAZER GAUGE	
Registration Number:	3089580	MICRO TUNER	
Registration Number:	2299279	MSD	
Registration Number:	3155939	MSD 6ALN	
Registration Number:	3155937	MSD IGNITION RACING	
Registration Number:	3124493	MSD POWERSPORTS	
Registration Number:	2424645	MSD PRO-DATA	
Registration Number:	2339620	PRO MAG	
Registration Number:	3319112	SF STREET FIRE	
Registration Number:	3427307	SF STREET FIRE	
Registration Number:	2431063	SUPER CONDUCTOR	
Registration Number:	3133800	TCD	
Registration Number:	2915647	THERMINATOR	

OP \$1540.00 3005053

Property Type	Number	Word Mark
Registration Number:	3155938	MSD IGNITION
Registration Number:	3190745	MSD IGNITION
Registration Number:	4254904	ATOMIC EFI
Registration Number:	4385623	DYNAFORCE
Registration Number:	4394055	DYNAFORCE
Registration Number:	4180888	MSD
Registration Number:	3360209	DASHHAWK
Registration Number:	1656136	RACEPAK
Registration Number:	3214574	G2X
Registration Number:	3718910	G2XPRO
Serial Number:	85618184	DYNAFORCE
Serial Number:	85637214	DYNAFORCE
Serial Number:	85932691	NERV
Serial Number:	86031667	BRAINWAVE
Serial Number:	85702638	REDLINK
Registration Number:	4254006	SMARTWIRE
Registration Number:	4254059	SMARTWIRE
Registration Number:	3114255	ATTITUDE
Registration Number:	3049069	EDGE
Registration Number:	3125691	EDGE PRODUCTS
Registration Number:	3117080	JUICE
Registration Number:	3153781	TRAIL JAMMER
Registration Number:	3717227	EDGE RACING
Registration Number:	3936081	MAINTENANCE MANAGER
Registration Number:	4024312	MAINTENANCE MANAGER
Registration Number:	3717226	EDGE RACING
Registration Number:	4063502	MILEAGE COACH
Registration Number:	4185581	VIVID PAQ
Registration Number:	4255150	IHAWK
Registration Number:	4332592	VIGILANTE
Registration Number:	4333769	VIVID
Registration Number:	4333770	VIVID LINQ
Registration Number:	4316083	TRAILDASH
Serial Number:	85337850	POWERTEQ
Serial Number:	85514103	POWERTEQ
Serial Number:	85527537	EDGE
Registration Number:	3445708	CORTEX
Registration Number:	3352887	FLASHPAQ
Registration Number:	3356808	FLASHPAQ

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3241136	SUPERCHIPS
Registration Number:	3081307	SUPERCHIPS INC.
Registration Number:	1876383	SUPER CHIP
Registration Number:	3912662	SUPERCHIPS RACING
Registration Number:	3696241	MILEAGE XS

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.

Phone: 3104074045
Email: vsekhon@ktbslaw.com
Correspondent Name: Vijay S. Sekhon
Address Line 1: 1999 Avenue of the Stars
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Jonathan Weiss
SIGNATURE:	/Jonathan Weiss/
DATE SIGNED:	03/12/2014

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 16, 2013, is made by MSD LLC, a Delaware limited liability company, and POWERTEQ LLC, a Delaware limited liability company (collectively, "Grantors", and each a "Grantor"), in favor of Z CAPITAL COMMERCIAL FINANCE, L.L.C., as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantors have executed and delivered a Guaranty and Collateral Agreement, dated as of December 16, 2013, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantors have pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 pledges and grants to Administrative Agent a continuing security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property Licenses, 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.

3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral 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 the terms of this

Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

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 connection with their Trademark Collateral subject to a security interest hereunder.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

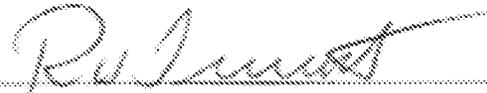
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MSD LLC, as Grantor

By: 
Name: _____
Title: _____

POWERTEQ LLC, as Grantor

By: 
Name: _____
Title: _____

Z CAPITAL COMMERCIAL FINANCE,
L.L.C., as Administrative Agent

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005236 FRAME: 0231

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MSD LLC, as Grantor

By: _____
Name: _____
Title: _____

POWERTEQ LLC, as Grantor

By: _____
Name: _____
Title: _____

Z CAPITAL COMMERCIAL FINANCE,
L.L.C., as Administrative Agent

By:  _____
Name: James D. Zenni, Jr.
Title: Authorized Person

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MSD LLC

Trademark	Reg. Number	Application Number
ADVANCED POWER SYSTEM	3,005,053	78/360,255
DIESEL DYNAMICS	2,909,719	76/521,743
E-CURVE	3,231,310	78/662,575
HELI-CORE	2,278,834	75/387,929
LAZER GAUGE	3,277,016	78/669,603
MICROTUNER	3,089,580	78/500,295
MSD	2,299,279	75/386,327
MSD 6ALN	3,155,939	76/653,267
MSD IGNITION RACING	3,155,937	76/653,229
MSD POWERSPORTS	3,124,493	78/431,739
MSD PRO-DATA	2,424,645	75/732,246
PRO MAG	2,339,620	75/386,295
SF STREET FIRE	3,319,112	76/647,113
SF STREET FIRE & DESIGN	3,427,307	76/647,112
SUPER CONDUCTOR	2,431,063	75/801,779
TCD	3,133,800	78/360,316

THERMINATOR	2,915,647	76/521,727
MSD IGNITION	3,155,938	76/653,230
MSD IGNITION	3,190,745	76/653,268
Atomic EFI (words only)	4,254,904	85/411,166
Dynaforce & Design (class 7)	4,385,623	85/979,522
Dynaforce (words)- class 7	4,394,055	85/979,512
MSD & Design (new logo)	4,180,888	85/446,901
DASHHAWK (stylized)	3,360,209	76/665,724
RACEPAK	1,656,136	74/103,609
G2X & DESIGN	3,214,574	76/655,669
G2XPRO	3,718,910	76/655,674
Dynaforce (words)- Class 9		85/618,184
Dynaforce & Design (Class 9)		85/637,214
Nerv		85/932,691
Brainwave		86/031,667
Redlink		85/702638
Smartwire (words only)	4,254,006	85/607,058
Smartwire & Design	4,254,059	85/616,255

Powerteq LLC

Trademark	Reg. Number	Application Number
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ATTITUDE (words only)	3,114,255	78/676,943
EDGE (words only)	3,049,069	78/436,078
EDGE PRODUCTS & DESIGN	3,125,691	78/436,082
JUICE	3,117,080	78/682,250
TRAIL JAMMER	3,153,781	78/743,163
Edge Racing	3,717,227	76/697,262
Maintenance Mgr (words only)	3,936,081	85/144,684
Maintenance Mgr & design	4,024,312	76/706,143
Edge Racing & Design	3,717,226	76/697,244
MILEAGE COACH*	4,063,502	76/691,283
VIVID Paq	4,185,581	85/474,529
IHAWK (words only)	4,255,150	85/472,108
VIGILANTE	4,332,592	85/472,128
VIVID & Design	4,333,769	85/586,856
VIVID LINQ & Design	4,333,770	85/586,936
TrailDash	4,316,083	85/644,973
Powerteq		85/337,850
Powerteq		85/514,103
Edge (words only)		85/527,537
CORTEX & DESIGN	3,445,708	76/679,980
FLASHPAQ	3,352,887	76/645,242
FLASHPAQ & DESIGN	3,356,808	76/645,285

SUPERCHIPS	3,241,136	76/663,073
SUPERCHIPS, INC.	3,081,307	76/615,633
SUPER	1,876,383	74/378,396
Superchips Racing & Design	3,912,662	76/703,244
MILEAGE XS & DESIGN	3,696,241	76/691,311
Superchips Racing	3,912,662	76/703,244

2. TRADEMARK APPLICATIONS

MSD LLC

Trademark	Reg. Number	Application Number	Country
MSD IGNITION	TMA 745,414	1,313,479	Canada
MSD POWERSPORTS	TMA 746,431	1,313,481	Canada
MSD POWERSPORTS	986,685	795131	Mexico
MSD POWERSPORTS	1,039,198	845144	Mexico
MSD IGNITION	901,715	A0005270	Int'l
MSD POWERSPORTS	904,228	A0005271	Int'l
MSD IGNITION	1,016,951	795130	Mexico
MSD IGNITION	1,019,617	845145	Mexico
MSD Ignition & Design	9,308,183	9308183	China
MSD & Design (new Logo)	1,116,690	A0028138/1,116,690	European Union
MSD & Design (new Logo)			China
MSD & Design (new Logo)	TMA848,457	1,568,761	Canada

MSD & Design (new Logo)	1,334,267	1334267	Mexico
MSD Ignition	901715	901715	South Korea
Atomic EFI			Madrid Protocal
Atomic EFI	1,097,556	1097556	United Kingdom
Atomic EFI	1,463,529	1097556	Australia
Atomic EFI		1097556	Germany
Atomic EFI			Canada
Atomic EFI	1,310,617	1310617	Mexico
Atomic EFI		849659	New Zealand
RACEPAK	TMA747,138	1,313,482	Canada
RACEPAK	893,600	A0005272	UK
RACEPAK	893,600	A0005272	IR/Hungary
RACEPAK	893,600	A0005273	Ireland
RACEPAK	893,600	A0005272	Australia
RACEPAK	893,600	MP893600	Denmark
RACEPAK			Germany
RACEPAK	893,600	987/592840901	Lithuania
Smartwire (words only)	1,155,142	1155142	WIPO
RACEPAK	957,235	795,132	Mexico

Powerteq LLC

Trademark	Reg. Number	Application Number	Country
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EDGE	845,293	845,293	Int'l
EDGE PRODUCTS & DESIGN	854,048	854,048	Int'l
Edge (words only)		1,581,338	Canada
Powerteq (words only)	TMA861,904	1,561,218	Canada
Powerteq & Design	TMA861,905	1,561,219	Canada
SUPERCHIPS	TMA745,493	1,313,487	Canada
SUPERCHIPS	893,033	A0005427	Int'l
SUPERCHIPS (New Zealand) (word)	681,796	681,796	New Zealand
Superchips Racing	TMA814,179	1,502,830	Canada
Superchips Racing		1133172	Mexico

3. TRADEMARK LICENSES

None.