

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J&P CYCLES, LLC		05/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	500 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3989451	J&P CYCLES	
Registration Number:	2024131	KEEPING THE WORLD ON 2 WHEELS	
Registration Number:	2027275	J&P CYCLES	
Registration Number:	2028995	J & P CYCLES	
Serial Number:	85827844	MILWAUKEE TWINS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	025646-0617		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	05/16/2014		
Total Attachments: 11			

OP \$140.00 3989451

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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 May 14, 2014, is made by Motorsport Aftermarket Group, Inc., a Delaware corporation located at 17771 Mitchell North, Irvine, CA 92614, DFR Acquisition Corporation, a Delaware corporation located at 2330 W. Broadway Rd. #112, Mesa, AZ 85202, Kuryakyn Holdings, LLC, a Delaware limited liability company located at 454 County Road 35/64, Somerset, WI 54025, J&P Cycles, LLC, 13225 Circle Drive, PO Box 138, Anamosa, IA 52205, a Delaware limited liability company located at , Progressive Suspension, LLC, a Delaware limited liability company located at 6911 Marlin Circle, La Palma, CA 90623, V&H Performance, LLC, a Delaware limited liability company located at 13861 Rosecrans Avenue Santa Fe Springs, CA 90670, Mustang Motorcycle Products, LLC, a Delaware limited liability company located at 278 Town Hill Road, Terryville, CT 06786, Performance Machine, LLC, a Delaware limited liability company located at 6892 Marlin Circle, La Palma, CA 90623, Motorcycle USA, LLC, an Oregon limited liability company located at 1555 E. McAndrews, Suite 200, Medford, OR 97504, and Motorcycle Superstore, Inc., an Oregon corporation located at 1555 E. McAndrews, Suite 200, Medford, OR 97504 (together, the "Grantors") in favor of General Electric Capital Corporation, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of May 14, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Velocity Pooling Vehicle, LLC, a Delaware limited liability company ("Velocity Pooling"), RALCO HOLDINGS, INC., a Delaware corporation ("Ralco"), MOTORSPORT AFTERMARKET GROUP, INC., a Delaware corporation ("MAG"), MOTORCYCLE SUPERSTORE, INC., an Oregon corporation ("MSI"), RENTHAL AMERICA, INC., a California corporation ("Renthal"), ED TUCKER DISTRIBUTOR, INC., a Texas corporation ("Ed Tucker") and, together with Velocity Pooling, Ralco, MAG, MSI and Renthal, are sometimes referred to herein collectively as the "Borrowers" and individually as a "Borrower"), Velocity Holding Company, Inc., an Indiana corporation ("Holdings"), Velocity Pooling, as Borrower Representative, the Lenders and Issuers party thereto from time to time and General Electric Capital Corporation, as Administrative Agent for the Secured Parties, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of a Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated May

14, 2014, 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. As security for the payment or performance, as the case may be, in full of the Secured Obligations, 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, for the avoidance of doubt, the goodwill of the business symbolized thereby or associated therewith), including the Trademarks set forth on Schedule A attached hereto whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire, any right, title or interest and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing ; 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).

For purposes of this Trademark Security Agreement, "Trademarks" means: All of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 12(a) to the Perfection Certificate, (b) all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including

damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

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 shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by telecopier or electronic (.pdf) copy of an executed counterpart shall be as effective as delivery of an original executed 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, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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


MOTORSPORT AFTERMARKET GROUP, INC.

By: 
Brian Etter
President and Chief Executive Officer


DFR ACQUISITION CORPORATION

By: 
Brian Etter
Chief Executive Officer

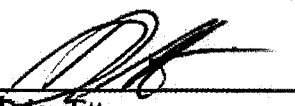
KURYAKYN HOLDINGS, LLC

By: 
Brian Etter
Chief Executive Officer

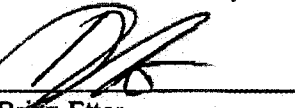
J&P CYCLES, LLC

By: 
Brian Etter
Chief Executive Officer

PROGRESSIVE SUSPENSION, LLC

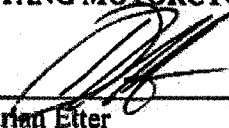
By: 
Brian Etter
Chief Executive Officer

V&H PERFORMANCE, LLC


By: 
Brian Etter
Chief Executive Officer

[Signature page to Trademark Security Agreement]


MUSTANG MOTORCYCLE PRODUCTS, LLC

By: 
Brian Etter
Chief Executive Officer

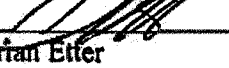
PERFORMANCE MACHINE, LLC

By: 
Brian Etter
Chief Executive Officer

MOTORCYCLE USA, LLC

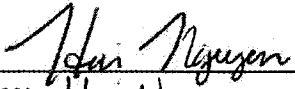
By: 
Brian Etter
Chief Executive Officer

MOTORCYCLE SUPERSTORE, INC.

By: 
Brian Etter
Chief Executive Officer


[Signature page to Trademark Security Agreement]


**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Administrative Agent and
Grantee





By: 
Name: Hai Nguyen
Title: Duly Authorized Signatory





[Signature page to Trademark Security Agreement]

SCHEDULE A

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
PyroPak	Serial No. 85615068	Filing Date 5/2/12	DFR Acquisition Corporation
RockSolid	Serial No. 85615078	Filing Date 5/2/2012	DFR Acquisition Corporation
Race Pace	Serial No. 85469597	Filing Date 11/10/2011	DFR Acquisition Corporation
	Serial No. 85371453	Filing Date 7/14/2011	DFR Acquisition Corporation
DragonFire	Serial No. 85371482	Filing Date 7/14/2011	DFR Acquisition Corporation
FACTIONMX	Serial No. 85371309	Filing Date 7/14/2011	DFR Acquisition Corporation
FEEL THE HEAT	Serial No. 85371426	Filing Date 7/14/2011	DFR Acquisition Corporation
FireBreather	Serial No. 85469611 Reg. No. 4411598	Filing Date 11/10/2011	DFR Acquisition Corporation
Biker's Select	Serial No. 86108131	Filing Date 11/1/2013	J&P Cycles, LLC
Milwaukee Twins	Serial No. 85827844	Filing Date 1/21/2013	J&P Cycles, LLC
J&P Cycles	Serial No. 85174317 Reg. No. 3989451	Filing Date 11/11/2010 Reg. Date 7/5/2011	J&P Cycles, LLC
KEEPING THE WORLD ON 2 WHEELS	Serial No. 75065337 Reg. No. 2024131	Filing Date 2/29/1996 Reg. Date 12/17/1996	J&P Cycles, LLC

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
	Serial No. 75065354 Reg. No. 2027275	Filing Date 2/29/1996 Reg. Date 12/31/1996	J&P Cycles, LLC
J & P CYCLES	Serial No. 75067115 Reg. No. 2028995	Filing Date 3/4/1996 Reg. Date 1/7/1997	J&P Cycles, LLC
Kinetic	Serial No. 85936268	Filing Date 5/19/2013	Kuryakyn Holdings, LLC
TECH-CONNECT	Serial No. 85495292 Reg. No. 4485640	Filing Date 12/14/2011	Kuryakyn Holdings, LLC
AIRMASTER	Serial No. 77406373 Reg. No. 3673886	Filing Date 2/26/2008 Reg. Date 8/25/2009	Kuryakyn Holdings, LLC
ISO	Serial No. 76456324 Reg. No. 3118635	Filing Date 9/30/2002 Reg. Date 7/25/2006	Kuryakyn Holdings, LLC
KURYAKYN	Serial No. 76466572 Reg. No. 2892561	Filing Date 11/4/2002 Reg. Date 10/12/2004	Kuryakyn Holdings, LLC
KURYAKYN	Serial No. 77501237 Reg. No. 3670585	Filing Date 6/17/2008 Reg. Date 8/18/2009	Kuryakyn Holdings, LLC
Liberator	Serial No. 77339142 Reg. No. 3574750	Filing Date 11/28/2007 Reg. Date 2/17/2009	Kuryakyn Holdings, LLC
Lizard	Serial No. 77743843 Reg. No. 4042508	Filing Date 5/25/2009 Reg. Date 10/18/2011	Kuryakyn Holdings, LLC
Perfect Storm	Serial No. 77825738 Reg. No. 3990659	Filing Date 9/14/2009 Reg. Date 7/5/2011	Kuryakyn Holdings, LLC
Street Sleeper	Serial No. 77876242 Reg. No. 3932143	Filing Date 11/19/2009 Reg. Date 3/15/2011	Kuryakyn Holdings, LLC
Velociraptor	Serial No. 77899525 Reg. No. 3932301	Filing Date 12/22/2009 Reg. Date 3/15/2011	Kuryakyn Holdings, LLC
Widow	Serial No. 77407279 Reg. No. 3515500	Filing Date 2/27/2008 Reg. Date 10/14/2008	Kuryakyn Holdings, LLC
MOTORCYCLE SUPERSORE	Serial No. 85908685 Reg. No. 4440144	Filing Date 4/18/2013 Reg. Date	Motorcycle Superstore, Inc.
MOTORCYCLE SUPERSTORE	Serial No. 77231969 Reg. No. 3400337	Filing Date 7/17/2007 Reg. Date 3/18/2008	Motorcycle Superstore, Inc.

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
MOTORCYCLE USA	Serial No. 85908688 Reg. No. 4447317	Filing Date 4/18/2013 Reg. Date 9/24/2013	Motorcycle USA, LLC
MOTORCYCLE USA	Serial No. 77231973 Reg. No. 3400338	Filing Date 7/17/2007 Reg. Date 3/18/2008	Motorcycle USA, LLC
MOTORCYCLEUSA .COM	Serial No. 78193090 Reg. No. 2794846	Filing Date 12/10/2002 Reg. Date 12/16/2003	Motorcycle USA, LLC
CYCLE NEWS	Serial No. 72375300 Reg. No. 979960	Filing Date 11/5/1970 Reg. Date 3/5/1974	Motorsport Aftermarket Group, Inc.
PowersportsU	Serial No. 85165306 Reg. No. 4199156	Filing Date 10/29/2010 Reg. Date 8/28/2012	Motorsport Aftermarket Group, Inc.
Powersports University	Serial No. 85165313 Reg. No. 4199157	Filing Date 10/29/2010 Reg. Date 8/28/2012	Motorsport Aftermarket Group, Inc.
MOTOCENTRIC	Serial No. 77894250 Reg. No. 3938789	Filing Date 12/16/2009 Reg. Date 3/29/2011	Motorsport Aftermarket Group, Inc.
MOTOCENTRIC	Serial No. 77892357 Reg. No. 3938784	Filing Date 12/14/2009 Reg. Date 3/29/2011	Motorsport Aftermarket Group, Inc.
MOTOCENTRIC	Serial No. 77892356 Reg. No. 3938783	Filing Date 12/14/2009 Reg. Date 3/29/2011	Motorsport Aftermarket Group, Inc.
MOTOCENTRIC	Serial No. 77892351 Reg. No. 3938782	Filing Date 12/14/2009 Reg. Date 3/29/2011	Motorsport Aftermarket Group, Inc.
	Serial No. 85733420	Filing Date 9/19/2012	Mustang Motorcycle Products, LLC
	Serial No. 85780714	Filing Date 11/15/2012	Mustang Motorcycle Products, LLC
BIKER ESSENTIALS	Serial No. 77135552 Reg. No. 3561759	Filing Date 3/20/2007 Reg. Date 1/13/2009	Mustang Motorcycle Products, LLC
	Serial No. 74449089 Reg. No. 1882054	Filing Date 10/21/1993 Reg. Date 3/7/1995	Mustang Motorcycle Products, LLC
	Serial No. 74707643 Reg. No. 2162359	Filing Date 7/28/1995 Reg. Date 6/2/1998	Mustang Motorcycle Products, LLC

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
	Serial No. 74556591 Reg. No. 1913212	Filing Date 7/28/1994 Reg. Date 8/22/1995	Performance Machine, LLC
	Serial No. 74558528 Reg. No. 1952532	Filing Date 8/8/1994 Reg. Date 1/30/1996	Performance Machine, LLC
BLACK OPS	Serial No. 85304174 Reg. No. 4079572	Filing Date 4/25/2011 Reg. Date 1/3/2012	Performance Machine, Inc.
CONTRAST CUT	Serial No. 85952508	Filing Date 6/6/2013	Performance Machine, LLC
CONTRAST CUT	Serial No. 77159018 Reg. No. 3393671	Filing Date 4/17/2007 Reg. Date 3/4/2008	Performance Machine, LLC
	Serial No. 76674865 Reg. No. 3464893	Filing Date 3/30/2007 Reg. Date 7/15/2008	Performance Machine, LLC
PERFORMANCE MACHINE	Serial No. 85477264	Filing Date 11/20/2011	Performance Machine, LLC
PHATAIL	Serial No. 78338890 Reg. No. 2911115	Filing Date 12/10/2003 Reg. Date 12/14/2004	Performance Machine, LLC
SUPER GAS	Serial No. 77844338 Reg. No. 4063865	Filing Date 10/8/2009 Reg. Date 11/29/2011	Performance Machine, LLC
	Serial No. 78144038 Reg. No. 2809428	Filing Date 7/15/2002 Reg. Date 1/27/2004	Progressive Suspension, LLC
Burly Brand	Serial No. 86117634	Filing Date 11/13/2013	Progressive Suspension, LLC
BURLYBRAND	Serial No. 85049742 Reg. No. 4000912	Filing Date 5/27/2010 Reg. Date 7/26/2011	Progressive Suspension, LLC
CRUISE CONTROL	Serial No. 75024076 Reg. No. 2095831	Filing Date 11/27/1995 Reg. Date 9/9/1997	Progressive Suspension, LLC
PROGRESSIVE SUSPENSION	Serial No. 76440998 Reg. No. 2763839	Filing Date 8/16/2002 Reg. Date 9/16/2003	Progressive Suspension, LLC
FUELPK	Serial No. 78882823 Reg. No. 3215744	Filing Date 5/12/2006 Reg. Date 3/6/2007	V&H Performance, LLC

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
PORKER	Serial No. 74523171 Reg. No. 1900357	Filing Date 5/4/1994 Reg. Date 6/20/1995	V&H Performance, LLC
VANCE & HINES	Serial No. 76417011 Reg. No. 2693185	Filing Date 6/4/2002 Reg. Date 3/4/2003	V&H Performance, LLC