

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K & N ENGINEERING, INC.		07/11/2014	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: 71			
Property Type	Number	Word Mark	
Registration Number:	2971304	KNFILTERS.COM	
Registration Number:	2795952	KNFILTERS.COM	
Registration Number:	2271564	RECHARGER	
Registration Number:	3006166	KNPOWERSPORTS.COM	
Registration Number:	2786508	CUSTOM 66 SERIES	
Registration Number:	2683563	FIPK	
Registration Number:	2773762	XSTREAM	
Registration Number:	2866592	K&N OFF ROAD & RACING LIMITED WARRANTY	
Registration Number:	2931847	POWERLID	
Registration Number:	2858015	SNOWCHARGER	
Registration Number:	2812971	K&N MILLION MILE LIMITED WARRANTY	
Registration Number:	2282981	PERFORMANCE GOLD	
Registration Number:	2236589	AIRCHARGER	
Registration Number:	2236590	DRYCHARGER	
Registration Number:	2287093	PRECHARGER	
Registration Number:	1536024	K&N	
Registration Number:	2225500	XSTREAM AIR FLOW TOP	
Registration Number:	2843026	XSTREAM	
Registration Number:	2581371	K&N	
Registration Number:	1281461	FILTERCHARGER	
TRADEMARK			

CH \$1790.00 2971304

Property Type	Number	Word Mark
Registration Number:	2475641	TYPHOON
Registration Number:	2975599	MILLION MILE K&N LIMITED WARRANTY GARANT
Registration Number:	2903147	K&N OFF ROAD & RACING LIMITED WARRANTY
Registration Number:	3012764	K & N MILLION MILE LIMITED WARRANTY
Registration Number:	3046219	MAKE YOUR MOVE
Registration Number:	1323108	STUBSTACK
Registration Number:	3584559	MAKE YOUR MOVE
Registration Number:	3546897	K&N
Registration Number:	3692417	K&N
Registration Number:	3887606	HYBRID AIR FILTER K&N TECHNOLOGY
Registration Number:	3876923	WRENCH-OFF
Registration Number:	3879559	WRENCH-OFF OIL FILTER
Registration Number:	4397173	WRENCH-OFF PERFORMANCE OIL FILTERS
Registration Number:	4232211	POWER KLEEN
Registration Number:	4236250	K&N THE WORLD'S BEST AIR FILTER
Registration Number:	4405943	K&N HIGH-FLOW AIR FILTER
Registration Number:	4435963	K&N DIESEL
Registration Number:	4435975	K&N DIESEL
Registration Number:	4439580	AUTHENTIC PERFORMANCE PART HAND MADE IN
Registration Number:	4439595	AUTHENTIC PERFORMANCE PART INVENTOR OF H
Registration Number:	4549037	K&N DIESEL
Registration Number:	4402031	WASHABLE REUSABLE PERFORMANCE
Registration Number:	4553042	DRYFLOW AIR FILTER TECHNOLOGY
Registration Number:	4447939	57S PERFORMANCE AIRBOX
Registration Number:	4549112	BLACKHAWK INDUCTION SYSTEMS
Serial Number:	86160748	K&N PRO SERIES OIL FILTER
Serial Number:	86160791	PRO SERIES OIL FILTER
Serial Number:	86161508	K&N PRO SERIES OIL FILTER
Serial Number:	86162667	K&N PRO SERIES
Serial Number:	86244734	K&N WASHABLE CABIN AIR FILTER
Serial Number:	86244535	K&N REFRESHER
Registration Number:	3875377	BRUTE FORCE
Registration Number:	3692361	DRYFLOW
Registration Number:	4430253	OIL
Registration Number:	3255169	SPECTRE
Registration Number:	3252685	SPECTRE
Registration Number:	3252686	SPECTRE
Registration Number:	3253179	SS
Registration Number:	3253180	SS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3253181	SS
Registration Number:	3384378	SPECTRE EMS-PRO
Registration Number:	3666566	ACCUCHARGE PRECISION OILING SYSTEM
Registration Number:	3666746	HPR HORSEPOWER RATED
Registration Number:	4443244	SPECTRE
Registration Number:	4436396	SS SPEED BY SPECTRE
Registration Number:	4439782	SPEED BY SPECTRE
Registration Number:	4474037	THE 400MPH COMPANY
Serial Number:	85899561	SS SPECTRE
Registration Number:	4436458	EXTRAFLOW
Serial Number:	86026718	MAGNA KOOL
Registration Number:	4517829	MAGNABRAID

CORRESPONDENCE DATA

Fax Number: 2138308743

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

Phone: 213-680-6400

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 SIGNED: 07/11/2014

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2014, 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 Second Amended and Restated First Lien Credit Agreement, dated as of July 11, 2014 (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 a Second Amended and Restated Guaranty and Security Agreement dated as of July 11, 2014 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.

Very truly yours,

K & N ENGINEERING, INC.,
as Grantor

By: 

Name: Steven J. Rogers

Title: Chief Executive Officer

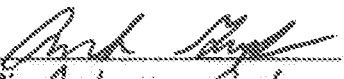
{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

A796206031

TRADEMARK
REEL: 005321 FRAME: 0378

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent


By: 
Name: Andrew Lynch
Title: *Only Authorized Signatory*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations







1. U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS





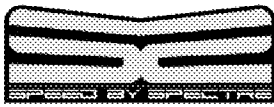
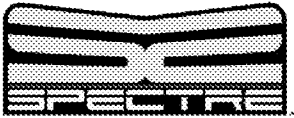
Trademark	Registration Number	Registration Date	Status	Owner
KNFILTERS.COM	2,971,304	7/19/2005	Registered	K & N Engineering, Inc.
KNFILTERS.COM	2,795,952	12/16/2003	Registered	K & N Engineering, Inc.
RECHARGER	2,271,564	8/24/1999	Registered	K & N Engineering, Inc.
KNPOWERSPORTS.COM	3,006,166	10/11/2005	Registered	K & N Engineering, Inc.
CUSTOM 66 SERIES	2,786,508	11/25/2003	Registered	K & N Engineering, Inc.
FIPK	2,683,563	2/4/2003	Registered	K & N Engineering, Inc.
XSTREAM	2,773,762	10/14/2003	Registered	K & N Engineering, Inc.
	2,866,592	7/27/2004	Registered	K & N Engineering, Inc.
POWERLID	2,931,847	3/8/2005	Registered	K & N Engineering, Inc.
SNOWCHARGER	2,858,015	6/29/2004	Registered	K & N Engineering, Inc.

Trademark	Registration Number	Registration Date	Status	Owner
K&N MILLION MILE LIMITED WARRANTY	2,812,971	2/10/2004	Registered	K & N Engineering, Inc.
PERFORMANCE GOLD	2,282,981	10/5/1999	Registered	K & N Engineering, Inc.
AIRCHARGER	2,236,589	4/6/1999	Registered	K & N Engineering, Inc.
DRYCHARGER	2,236,590	4/6/1999	Registered	K & N Engineering, Inc.
PRECHARGER	2,287,093	10/19/1999	Registered	K & N Engineering, Inc.
	1,536,024	4/25/1989	Registered	K & N Engineering, Inc.
	2,225,500	2/23/1999	Registered	K & N Engineering, Inc.
	2,843,026	5/18/2004	Registered	K & N Engineering, Inc.
	2,581,371	6/18/2002	Registered	K & N Engineering, Inc.
FILTERCHARGER	1,281,461	6/12/1984	Registered	K & N Engineering, Inc.
TYPHOON	2,475,641	8/7/2001	Registered	K & N Engineering, Inc.
	2,975,599	7/26/2005	Registered	K & N Engineering, Inc.

Trademark	Registration Number	Registration Date	Status	Owner
	2,903,147	11/16/2004	Registered	K & N Engineering, Inc.
	3,012,764	11/8/2005	Registered	K & N Engineering, Inc.
MAKE YOUR MOVE	3,046,219	1/17/2006	Registered	K & N Engineering, Inc.
STUBSTACK	1,323,108	3/5/1985	Registered	K & N Engineering, Inc.
MAKE YOUR MOVE	3,584,559	3/3/2009	Registered	K & N Engineering, Inc.
K&N	3,546,897	12/16/2008	Registered	K & N Engineering, Inc.
	3,692,417	10/6/2009	Registered	K & N Engineering, Inc.
	3,887,606	12/7/2010	Registered	K & N Engineering, Inc.
WRENCH-OFF	3,876,923	11/16/2010	Registered	K & N Engineering, Inc.
	3,879,559	11/23/2010	Registered	K & N Engineering, Inc.
	4,397,173	9/3/2013	Registered	K & N Engineering, Inc.
POWER KLEEN	4,232,211	10/30/2012	Registered	K & N Engineering, Inc.

Trademark	Registration Number	Registration Date	Status	Owner
	4,236,250	11/6/2012	Registered	K & N Engineering, Inc.
	4,405,943	9/24/2013	Registered	K & N Engineering, Inc.
	4,435,963	11/19/2013	Registered	K & N Engineering, Inc.
	4,435,975	11/19/2013	Registered	K & N Engineering, Inc.
	4,439,580	11/26/2013	Registered	K & N Engineering, Inc.
	4,439,595	11/26/2013	Registered	K & N Engineering, Inc.
	4,549,037	6/10/2014	Registered	K & N Engineering, Inc.
WASHABLE REUSABLE PERFORMANCE	4,402,031	9/10/2013	Registered on the Supplemental	K & N Engineering, Inc.
	4,553,042	6/17/2014	Registered	K & N Engineering, Inc.
	4,447,939	12/10/2013	Registered	K & N Engineering, Inc.
	4,549,112	6/10/2014	Registered	K & N Engineering, Inc.
K&N PRO SERIES OIL FILTER	86/160,748	1/8/2014	Pending	K & N Engineering, Inc.

Trademark	Registration Number	Registration Date	Status	Owner
PRO SERIES OIL FILTER	86/160,791	1/8/2014	Pending	K & N Engineering, Inc.
	86/161,508	1/9/2014	Pending	K & N Engineering, Inc.
	86/162,667	1/10/2014	Pending	K & N Engineering, Inc.
	86/244,734	4/7/2014	Pending	K & N Engineering, Inc.
	86/244,535	4/7/2014	Pending	K & N Engineering, Inc.
BRUTE FORCE	3,875,377	11/16/2010	Registered	K & N Engineering, Inc.
DRYFLOW	3,692,361	10/6/2009	Registered	K & N Engineering, Inc.
	4,430,253	11/5/2013	Registered Supplemental	K & N Engineering, Inc.
SPECTRE	3,255,169	6/19/2007	Registered	K & N Engineering, Inc.
SPECTRE	3,252,685	6/19/2007	Registered	K & N Engineering, Inc.
SPECTRE	3,252,686	6/19/2007	Registered	K & N Engineering, Inc.
	3,253,179	6/19/2007	Registered	K & N Engineering, Inc.

Trademark	Registration Number	Registration Date	Status	Owner
	3,253,180	6/19/2007	Registered	K & N Engineering, Inc.
	3,253,181	6/19/2007	Registered	K & N Engineering, Inc.
SPECTRE EMS-PRO	3,384,378	2/19/2008	Registered	K & N Engineering, Inc.
	3,666,566	8/11/2009	Registered	K & N Engineering, Inc.
	3,666,746	8/11/2009	Registered	K & N Engineering, Inc.
SPECTRE	4,443,244	12/3/2013	Registered	K & N Engineering, Inc.
	4,436,396	11/19/2013	Registered	K & N Engineering, Inc.
SPEED BY SPECTRE	4,439,782	11/26/2013	Registered	K & N Engineering, Inc.
<i>The 411mph Company</i>	4,474,037	1/28/2014	Registered	K & N Engineering, Inc.
	85/899,561	4/9/2013	Pending	K & N Engineering, Inc.
EXTRAFLOW	4,436,458	11/19/2013	Registered	K & N Engineering, Inc.
MAGNA KOOL	86/026,718	8/1/2013	Pending	K & N Engineering, Inc.

Trademark	Registration Number	Registration Date	Status	Owner
MAGNABRAID	4,517,829	4/22/2014	Registered	K & N Engineering, Inc.