

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318270

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FREEDOM POWERSPORTS, LLC		09/26/2014	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDLEY CAPITAL CORPORATION, AS COLLATERAL AGENT		
<b>Street Address:</b>	375 Park Avenue, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10152		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86376904	FREEDOM POWERSPORTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>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.</i>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	51494/051		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	09/29/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2014, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of MEDLEY CAPITAL CORPORATION, a Delaware corporation (“*Medley*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

### WITNESSETH:

WHEREAS, FREEDOM POWERSPORTS, LLC, a Texas series limited liability company (“*FP*”), FREEDOM POWERSPORTS REAL ESTATE, LLC a Texas limited liability company (“*FPRE*” and collectively with FP the “*Borrower*”), FREEDOM POWERSPORTS CANTON, LLC, a Delaware limited liability company (“*Freedom Canton*”), FREEDOM POWERSPORTS DALLAS, LLC, a Texas limited liability company (“*Freedom Dallas*”), FREEDOM POWERSPORTS DECATUR, LLC, a Texas limited liability company (“*Freedom Decatur*”), FREEDOM POWERSPORTS FORT WORTH, LLC, a series of Freedom Powersports, LLC, a Texas series limited liability company (“*Freedom Fort Worth*”), FREEDOM POWERSPORTS HUNTSVILLE, LLC, an Alabama limited liability company (“*Freedom Huntsville*”), FREEDOM POWERSPORTS HURST, LLC, a series of Freedom Powersports, LLC, a Texas series limited liability company (“*Freedom Hurst*”), FREEDOM POWERSPORTS JOHNSON COUNTY, LLC, a series of Freedom Powersports, LLC, a Texas series limited liability company (“*Freedom Johnson County*”), FREEDOM POWERSPORTS LEWISVILLE, LLC, a Texas limited liability company (“*Freedom Lewisville*”), FREEDOM POWERSPORTS MCDONOUGH, LLC, a Delaware limited liability company (“*Freedom McDonough*”), FREEDOM POWERSPORTS MCKINNEY, LLC, a Texas limited liability company (“*Freedom McKinney*”), FREEDOM POWERSPORTS ROSWELL, LLC, a Delaware limited liability company (“*Freedom Roswell*”), FREEDOM POWERSPORTS WEATHERFORD, LLC, a series of Freedom Powersports, LLC, a Texas series limited liability company (“*Freedom Weatherford*”), and EA POWERSPORTS HURST, LLC, a Texas limited liability company (“*EA*”, together with Freedom Canton, Freedom Dallas, Freedom Decatur, Freedom Fort Worth, Freedom Hurst, Freedom Huntsville, Freedom Johnson County, Freedom Lewisville, Freedom McDonough, Freedom McKinney, Freedom Roswell and Freedom Weatherford, each a “*Guarantor*” and collectively the, “*Guarantor Parties*) and any other Person that becomes a Guarantor pursuant to Section 8.10 of the Credit Agreement (together with the Guarantor Parties, the “*Guarantors*”, and, together with Borrower, the “*Credit Parties*”), the Lenders from time to time party thereto, Medley, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent, have entered into a Credit Agreement, dated as of September 26, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, 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 and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral 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 and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 connection with their Trademarks subject to a security interest hereunder.

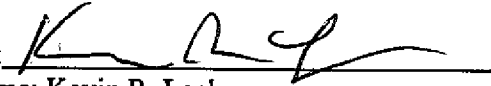
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[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.

FREEDOM POWERSPORTS, LLC, as  
Grantor

By: 

Name: Kevin R. Lackey

Title: CEO

[Signature Page to Guaranty & Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

U.S. Trademark Application and assigned serial number '86376904,' filed on August 26, 2014 with the United States Patent and Trademark Office for the following wordmark and logo:

Freedom Powersports



3. TRADEMARK LICENSES

None.