

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328191

| | | | |
|-----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cycle Gear, Inc. | | 01/07/2015 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Golub Capital LLC, as Administrative Agent | | |
| Street Address: | c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10103 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 28 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3911393 | STREET&STEEL | |
| Registration Number: | 3796085 | RIDE THE LIFE | |
| Registration Number: | 4254168 | SEVEN ZERO SEVEN | |
| Registration Number: | 3883864 | RIDE THE LIFE | |
| Registration Number: | 3726649 | RIDE THE LIFE | |
| Registration Number: | 3865900 | SEVEN ZERO SEVEN | |
| Registration Number: | 3036848 | DURA BOOST | |
| Registration Number: | 3353271 | MEGABOOST | |
| Registration Number: | 3236410 | MOTO PRO | |
| Registration Number: | 3365687 | STREET & STEEL | |
| Registration Number: | 3750779 | DOUBLE TOUGH | |
| Registration Number: | 3260573 | MOTOGUARD | |
| Registration Number: | 3552183 | BILT | |
| Registration Number: | 3954449 | STREET & STEEL | |
| Registration Number: | 4344985 | FREEZE-OUT | |
| Registration Number: | 4438461 | STOCKTON TOOL | |
| Registration Number: | 4408396 | HOTWIRED | |
| Registration Number: | 4327863 | STREET & STEEL | |
| Registration Number: | 4424152 | SPEEDMETAL | |

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| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4440306 | BILT |
| Registration Number: | 4437638 | SEDICI |
| Registration Number: | 4437649 | SEDICI |
| Registration Number: | 1749027 | CYCLE GEAR MOTORCYCLE PARTS & ACCESSORIE |
| Registration Number: | 1862887 | CYCLE GEAR GOOD STUFF FOR MOTORBIKES |
| Registration Number: | 2479455 | IT'S THE RIDE |
| Registration Number: | 2828808 | MOTOBOSS |
| Registration Number: | 2667838 | CYCLE GEAR |
| Serial Number: | 86333776 | HEAT-OUT |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 337968-144 |
| NAME OF SUBMITTER: | Oscar Ruiz |
| SIGNATURE: | /Oscar Ruiz/ |
| DATE SIGNED: | 01/07/2015 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2015, is between **CYCLE GEAR, INC.**, a California corporation ("Grantor"), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, as borrower, the other Loan Parties party thereto, the Lenders party thereto from time to time, and Grantee, as Administrative Agent, which provides for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby collaterally assign, pledge and grant to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

CYCLE GEAR, INC.,
a California corporation

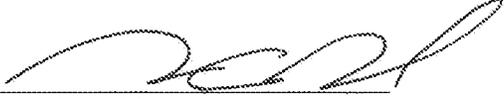
By: 

Name: Jeffrey Forgan

Title: Chief Financial Officer, Secretary
and Treasurer

Acknowledged:

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 005435 FRAME: 0775

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

| | <u>Trademark</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Owner</u> |
|-----|------------------|-----------------|------------------|-----------------|------------------|---------------|------------------|
| 1. | STREET&STEEL | 77274436 | 9/7/07 | 3911393 | 1/25/11 | Registered | Cycle Gear, Inc. |
| 2. | RIDE THE LIFE | 77278955 | 9/13/07 | 3796085 | 6/1/10 | Registered | Cycle Gear, Inc. |
| 3. | SEVEN ZERO SEVEN | 77373419 | 1/16/08 | 4254168 | 12/4/12 | Registered | Cycle Gear, Inc. |
| 4. | RIDE THE LIFE | 77793507 | 7/30/09 | 3883864 | 11/30/10 | Registered | Cycle Gear, Inc. |
| 5. | RIDE THE LIFE | 77978249 | 9/13/07 | 3726649 | 12/15/09 | Registered | Cycle Gear, Inc. |
| 6. | SEVEN ZERO SEVEN | 77980111 | 1/16/08 | 3865900 | 10/19/10 | Registered | Cycle Gear, Inc. |
| 7. | DURA BOOST | 78462250 | 8/4/04 | 3036848 | 12/27/05 | Registered | Cycle Gear, Inc. |
| 8. | MEGABOOST | 78462251 | 8/4/04 | 3353271 | 12/11/07 | Registered | Cycle Gear, Inc. |
| 9. | MOTO PRO | 78774884 | 12/16/05 | 3236410 | 5/1/07 | Registered | Cycle Gear, Inc. |
| 10. | STREET & STEEL | 78774889 | 12/16/05 | 3365687 | 1/8/08 | Registered | Cycle Gear, Inc. |

| | <u>Trademark</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Owner</u> |
|-----|------------------|-----------------|------------------|-----------------|------------------|---------------|------------------|
| 11. | DOUBLE TOUGH | 78821036 | 2/22/06 | 3750779 | 2/16/10 | Registered | Cycle Gear, Inc. |
| 12. | MOTOGUARD | 78873912 | 5/1/06 | 3260573 | 7/10/07 | Registered | Cycle Gear, Inc. |
| 13. | BILT | 78980303 | 10/14/05 | 3552183 | 12/23/08 | Registered | Cycle Gear, Inc. |
| 14. | STREET&STEEL | 85118474 | 8/30/10 | 3954449 | 5/3/11 | Registered | Cycle Gear, Inc. |
| 15. | FREEZE-OUT | 85316885 | 5/10/11 | 4344985 | 6/4/13 | Registered | Cycle Gear, Inc. |
| 16. | STOCKTON TOOL | 85715447 | 8/28/12 | 4438461 | 11/26/13 | Registered | Cycle Gear, Inc. |
| 17. | HOTWIRED | 85715448 | 8/28/12 | 4408396 | 9/24/13 | Registered | Cycle Gear, Inc. |
| 18. | STREET & STEEL | 85715450 | 8/28/12 | 4327863 | 4/30/13 | Registered | Cycle Gear, Inc. |
| 19. | SPEEDMETAL | 85715451 | 8/28/12 | 4424152 | 10/29/13 | Registered | Cycle Gear, Inc. |
| 20. | BILT | 85949623 | 6/3/13 | 4440306 | 11/26/13 | Registered | Cycle Gear, Inc. |
| 21. | SEDICI | 85980140 | 11/16/10 | 4437638 | 11/19/13 | Registered | Cycle Gear, Inc. |
| 22. | SEDICI | 85980303 | 11/23/10 | 4437649 | 11/19/13 | Registered | Cycle Gear, Inc. |

| | <u>Trademark</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Owner</u> |
|-----|--|-----------------|------------------|-----------------|------------------|-------------------------|------------------------|
| 23. | CYCLE GEAR MOTORCYCLE PARTS & ACCESSORIES | 74215085 | 10/24/91 | 1749027 | 1/26/93 | Renewed (Registered) | Cycle Gear, Inc. |
| 24. | CYCLE GEAR GOOD STUFF FOR MOTORBIKES | 74421516 | 8/6/93 | 1862887 | 11/15/94 | Renewed (Registered) | Cycle Gear, Inc. |
| 25. | IT'S THE RIDE | 75918267 | 2/14/00 | 2479455 | 8/21/01 | Renewed (Registered) | Cycle Gear, Inc. |
| 26. | MOTOBOSS | 76079260 | 6/27/00 | 2828808 | 4/6/04 | Renewed (Registered) | Cycle Gear, Inc. |
| 27. | CYCLE GEAR | 76131671 | 9/20/00 | 2667838 | 12/31/02 | Renewed (Registered) | Cycle Gear, Inc. |

TRADEMARK APPLICATIONS

| | <u>Trademark</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Owner</u> |
|----|------------------|-----------------|------------------|-----------------|------------------|---------------|---------------------|
| 1. | HEAT-OUT | 86333776 | 7/10/14 | N/A | N/A | Pending | Cycle Gear, Inc. |