

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCEL PERFORMANCE GROUP LLC	FORMERLY PRESTOLITE PERFORMANCE LLC	12/31/2014	LIMITED LIABILITY COMPANY:
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: 57			
Property Type	Number	Word Mark	
Registration Number:	3783198	ACCEL	
Registration Number:	0922281	ACCEL	
Registration Number:	2946816	ACCEL ELIMINATOR	
Registration Number:	0924091	BFL	
Registration Number:	2218663	CALMAP	
Registration Number:	1517021	COMP 9000	
Registration Number:	1513340	COMP 9000	
Registration Number:	1645921	COMP FILTER	
Registration Number:	1645922	COMP FILTER	
Registration Number:	1555684	COMP PUMP	
Registration Number:	3801947	COPPERSEAL	
Registration Number:	3675095	DFI	
Registration Number:	4313217	ENDURANCE PLUS	
Registration Number:	4368501	ENDURANCE PLUS	
Registration Number:	3278231	E-SPARK	
Registration Number:	4323575	FIRE STORM	
Registration Number:	4323573	FIRE STORM	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4218481	FIRE STORM
Serial Number:	86372470	HAYS
Registration Number:	2514329	HAYS
Serial Number:	86118270	HEADLOCK
Registration Number:	1281295	HYFIRE
Registration Number:	1443988	HYFIRE
Registration Number:	0904683	LLAKEWOOD INDUSTRIES
Serial Number:	86165369	L LAKEWOOD INDUSTRIES
Serial Number:	86165370	L LAKEWOOD INDUSTRIES
Registration Number:	3578895	LAKEWOOD
Serial Number:	86082669	LIME CRUSH
Registration Number:	1620861	M
Registration Number:	0533982	M
Registration Number:	3875286	MALLORY
Registration Number:	3668392	MALLORY
Registration Number:	1244189	MALLORY IGNITION
Registration Number:	3584022	MAX FUELER
Registration Number:	3914562	MMX MODERN MUSCLE
Registration Number:	1354807	MR. GASKET CO. G
Registration Number:	3735667	MR. G GASKET CO.
Registration Number:	3595514	OES ENGINEERED QUALITY & FIT
Registration Number:	1480470	PRO SIDEWINDER
Registration Number:	1441045	PRO WIRE
Registration Number:	2655488	PROCONNECT
Registration Number:	2787074	PROCONNECT
Registration Number:	1278689	PROMASTER
Registration Number:	4269005	QWIKLINKS
Registration Number:	3920463	SLM SELF LEARNING MODULE
Registration Number:	1441046	SPRINT WIRE
Registration Number:	1436237	SPRINTMAG
Registration Number:	1436239	SPRINTMAG
Serial Number:	86070863	SUPERCOIL
Registration Number:	1458008	SUPER-MAG
Registration Number:	2911870	SUPER-TRUCK
Registration Number:	1131664	THE PERFORMANCE PEOPLE
Registration Number:	1376500	THE PERFORMANCE PEOPLE
Registration Number:	0917573	TRACTION...ACTION!
Registration Number:	2439848	ULTRA-SEAL

Property Type	Number	Word Mark
Registration Number:	4190295	ULTRA-SEAL
Registration Number:	1068426	UNILITE

CORRESPONDENCE DATA

Fax Number: 3104079090

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: 3104074000

Email: msargiropoulos@ktbslaw.com

Correspondent Name: Maria Sountas-Argiropoulos

Address Line 1: 1999 Avenue of the Stars

Address Line 2: 39th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Kathryn Zwicker
SIGNATURE:	/kz/
DATE SIGNED:	01/06/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 31, 2014, is made by ACCEL PERFORMANCE GROUP LLC, a Delaware limited liability company (“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”).

Grantor has executed and delivered that certain Joinder to Guaranty and Collateral Agreement of even date herewith whereby it has agreed to join that certain 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”). Grantor is pledging and granting 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, Grantor agrees, 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. 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 the Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of the 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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]

ACCEL PERFORMANCE GROUP LLC

By: Rick Kuehnel
Name: Rick Kuehnel
Title: CEO, Accel performance group LLC

[signature page to Trademark Security Agreement (Second Lien)]

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

By: 
Name: James S. Zanni, Jr.
Title: Authorized Person

[signature page to Trademark Security Agreement (Second Lien)]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
UNITED STATES							
87032-0022	ACCEL	2/11/2006	77/393,552	5/4/2010	3,783,198	REGISTERED 07, 08, 09	
87032-0021	ACCEL & DESIGN	4/8/1975	72/356,009	10/19/1971	922,281	REGISTERED 07	
87032-0030	ACCEL ELIMINATOR	11/11/2003	78/326,232	5/3/2005	2,946,816	REGISTERED 07	
87032-0031	BFL	12/4/1968	72/345,353	11/20/1971	924,021	REGISTERED 04	
87032-0032	CALMAP	10/29/1987	75/321,135	1/19/1999	2,218,863	REGISTERED 09	
87032-0034	COMP 9000	11/18/1967	73/898,149	12/20/1988	1,517,021	REGISTERED 07	

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
67032-0035	COMP 9000 & DESIGN	11/20/1987	73/896,541	11/22/1988	1,513,340	REGISTERED	07
67032-0036	COMP FILTER	1/2/1990	74/015,354	5/25/1991	1,545,921	REGISTERED	12
67032-0037	COMP FILTER & DESIGN	1/2/1990	74/015,649	5/25/1991	1,645,922	REGISTERED	12
67032-0038	COMP PUMP	6/26/1988	73/737,217	9/12/1989	1,555,684	REGISTERED	12
67032-0126	COPPERSEAL	4/26/2009	77/724,148	6/15/2010	3,801,947	REGISTERED	007
67032-0043	DFI	2/11/2008	77/383,549	9/1/2009	3,675,095	REGISTERED	09
67032-0223	ENDURANCE PLUS	11/21/2012	85/785,487	4/2/2013	4,313,217	REGISTERED	007
67032-0224	ENDURANCE PLUS & DESIGN	12/3/2012	85/793,340	7/16/2013	4,388,501	REGISTERED	007
67032-0140	E-SPARK	6/26/2006	73/916,838	8/7/2007	3,275,231	REGISTERED	07
67032-0186	FIRE STORM	8/10/2012	85/700,849	4/23/2013	4,323,575	REGISTERED	007
67032-0225	FIRE STORM & DESIGN	8/10/2012	85/700,825	4/23/2013	4,323,573	REGISTERED	007
67032-0188	FIRESTORM & DESIGN	11/16/2010	85/181,425	10/2/2012	4,218,481	REGISTERED	007
67032-0260	HAYS	8/26/2014	86/372,470			PENDING	12
67032-0051	HAYS & DESIGN	3/13/2000	75/942,545	12/4/2001	2,514,329	REGISTERED	12
67032-0249	HEADLOCK	11/13/2013	86/118,270			ALLOWED	12
67032-0052	HYFIRE	4/27/1983	73/423,324	6/12/1984	1,281,295	REGISTERED	007
67032-0053	HYFIRE & DESIGN	10/29/1986	73/627,438	6/23/1987	1,443,988	REGISTERED	9
67032-0058	L LAKEWOOD INDUSTRIES & DESIGN	5/26/1999	72/328,312	12/22/1970	904,663	REGISTERED	12
67032-0246	L LAKEWOOD INDUSTRIES & DESIGN	1/14/2014	86/165,369			PENDING	12
67032-0247	L LAKEWOOD INDUSTRIES & DESIGN (COLOR VERSION)	1/14/2014	86/165,370			PENDING	12
67032-0063	LAKWOOD	1/23/2008	77/377,550	2/24/2009	3,578,895	REGISTERED	12
	LIME CRUSH	10/04/2013	86/082,669			PENDING	12, 25, 26, 40
67032-0066	M & DESIGN	2/23/1990	74/031,914	11/6/1990	1,620,861	REGISTERED	7
67032-0068	M & DESIGN	3/24/1949	71/575,999	11/28/1950	533,982	REGISTERED	7
67032-0074	MALLORY	1/23/2008	77/377,539	11/16/2010	3,875,286	REGISTERED	07, 09
67032-0075	MALLORY	6/27/2006	77/509,900	8/16/2009	3,888,392	REGISTERED	04, 08, 12
67032-0079	MALLORY IGNITION & DESIGN	12/24/1981	73/343,267	7/5/1983	1,244,189	REGISTERED	7, 9
67032-0081	MAX FUELER	6/27/2007	77/216,461	3/3/2009	3,584,022	REGISTERED	07
67032-0105	MMK MODERN MUSCLE & DESIGN	8/11/2010	85/104,915	2/1/2011	3,914,582	REGISTERED	41
67032-0096	MR. GASKET CO. & DESIGN	9/13/1983	73/438,323	8/20/1985	1,354,807	REGISTERED	01, 03, 06, 08, 09, 12, 17
67032-0094	MR. GASKET CO. & DESIGN	2/28/2008	77/408,530	1/12/2010	3,735,887	REGISTERED	05, 07, 08, 09, 12, 17, 25
67032-0131	OES ENGINEERED QUALITY & FIT & DESIGN	5/15/2007	77/181,831	3/24/2009	3,585,514	REGISTERED	07
67032-0097	PRO SIDEWINDER	2/11/1987	73/644,100	3/15/1988	1,480,470	REGISTERED	07
67032-0098	PRO WIRE	9/23/1986	73/621,200	6/2/1987	1,441,045	REGISTERED	07
67032-0134	PROCONNECT	6/14/2000	76/089,876	12/3/2002	2,655,488	REGISTERED	7

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
87032-8138	PROCONNECT (ADDED GOODS)	8/22/2001	76/285,962	11/25/2003	2,787,074	REGISTERED	9
87032-8089	PROMASTER	4/27/1983	73/423,313	5/22/1984	1,278,689	REGISTERED	07
87032-8175	QWINKLINKS	8/10/2011	85/042,908	1/1/2013	4,289,005	REGISTERED	012
87032-8127	SLM SELF LEARNING MODULE	5/11/2008	77/734,423	2/15/2011	3,920,463	REGISTERED	09
87032-8102	SPRINT WIRE	8/22/1986	73/621,201	8/2/1987	1,441,048	REGISTERED	7
87032-8103	SPRINTMAG	8/19/1986	73/615,587	4/14/1987	1,436,237	REGISTERED	7
87032-8104	SPRINTMAG & DESIGN	8/22/1986	73/615,188	4/14/1987	1,436,239	REGISTERED	7
87032-8237	SUPERODL	8/20/2013	88/076,863			PENDING	07
87032-8106	SUPER-MAG	8/19/1986	73/615,592	8/22/1987	1,458,008	REGISTERED	7
87032-8107	SUPER-TRUCK	1/14/2004	78/351,984	12/14/2004	2,911,570	REGISTERED	12
87032-8108	THE PERFORMANCE PEOPLE	8/11/1977	73/137,159	3/11/1980	1,131,884	REGISTERED	012
87032-8109	THE PERFORMANCE PEOPLE	2/14/1984	73/485,697	12/24/1985	1,378,500	REGISTERED	01, 08, 09, 12, 17
87032-8111	TRACTION ACTION! (STYLIZED)	12/4/1989	72/345,352	8/3/1991	917,573	REGISTERED	12
87032-8115	ULTRA-SEAL	8/31/1986	75/544,453	4/3/2001	2,438,348	REGISTERED	5, 17
87032-8193	ULTRA-SEAL	12/27/2011	85/504,357	8/14/2012	4,190,295	REGISTERED	007
87032-8116	UNSLITE	1/19/1976	73/074,647	5/28/1977	1,088,426	REGISTERED	07