

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM354776

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Driven Performance Brands Inc Corp.		09/10/2015	CORPORATION: DELAWARE
Dinan Corp.		09/10/2015	CORPORATION: DELAWARE
B&M Racing & Performance Products Inc.		09/10/2015	CORPORATION: DELAWARE
Flowmaster, Inc.		09/10/2015	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Compass Bank
Street Address:	8080 North Central Expressway Suite 1500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	Banking Corporation: ALABAMA

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	0760957	COMPETITION/PLUS
Registration Number:	0781323	H
Registration Number:	920146	HURST
Registration Number:	1256014	ROLL/CONTROL
Registration Number:	1339113	V MATIC
Registration Number:	1668429	FLOWMASTER
Registration Number:	2135600	SCAVENGER SERIES
Registration Number:	2149862	PROFESSIONAL INSTALLER SERIES
Registration Number:	2161575	TOP TEN
Registration Number:	2191588	DELTA SERIES
Registration Number:	2217181	FLOWMASTER
Registration Number:	2217182	THE EXHAUST TECHNOLOGY COMPANY
Registration Number:	2217467	THE EXHAUST TECHNOLOGY COMPANY
Registration Number:	2225213	D DINAN
Registration Number:	2227720	AMERICAN THUNDER

OP \$1315.00 0760957

Property Type	Number	Word Mark
Registration Number:	2255744	POWER PRESS
Registration Number:	2272624	FLOWS
Registration Number:	2275405	BIG BLOCK
Registration Number:	2283298	POWER CHAMBER
Registration Number:	2293704	DELTA FLOW
Registration Number:	2293706	DELTA FORCE
Registration Number:	2324703	HUSHPOWER
Registration Number:	2373997	DELTA FLOW
Registration Number:	2451166	DELTA FLOW
Registration Number:	2453397	DELTA FORCE
Registration Number:	2616444	THE EXHAUST TECHNOLOGY COMPANY
Registration Number:	2699475	FORCE II
Registration Number:	2720374	LINE/LOC
Registration Number:	2785750	H HURST
Registration Number:	2880431	409S
Registration Number:	3035772	B & M TRANSMISSION AND GEAR
Registration Number:	3255750	BILLET/PLUS
Registration Number:	3340409	AMERICAN THUNDER
Registration Number:	3607029	QUIETER WINS
Registration Number:	3619321	MASTERS OF POWER
Registration Number:	3642547	SUPER 40
Registration Number:	3676341	DINAN
Registration Number:	3678583	FLOWMASTER INC.
Registration Number:	3728042	D
Registration Number:	3738711	FLOWMASTER INC.
Registration Number:	3830673	H HURST SHIFTERS
Registration Number:	3858040	DYNO TESTED, RACE PROVEN
Registration Number:	3872060	QUARTER STICK
Registration Number:	3872061	PISTOL-GRIP QUARTER STICK
Registration Number:	3918800	DBX
Registration Number:	3935097	THE QUIET PERFORMER
Registration Number:	4092704	B&M
Registration Number:	4092705	B&M
Registration Number:	4462447	PERFORMANCE WITHOUT SACRIFICE
Registration Number:	4551354	OUTLAW
Registration Number:	4699472	DINANTRONICS
Serial Number:	86086917	DRIVEN PERFORMANCE BRANDS

CORRESPONDENCE DATA**Fax Number:** 2148558200*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:** 2148558000**Email:** chris.andersen@nortonrosefulbright.com**Correspondent Name:** Christian R. Andersen**Address Line 1:** 2200 Ross Avenue, Suite 3600**Address Line 2:** Norton Rose Fulbright US LLP**Address Line 4:** Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	11508411 - BBVA COMPASS
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	09/11/2015

Total Attachments: 9

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of September 10, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of COMPASS BANK (“BBVA”), as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to herein.

WHEREAS, DPB PARENT, INC., a Delaware corporation (“Holdings”), DRIVEN PERFORMANCE BRANDS INC., a Delaware corporation (the “Company”), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of September 10, 2015 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the ratable 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 IP Security Agreement for recording with the United States 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. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties 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 (collectively, the “Trademark Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant,

attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP 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, Agent with respect to the Trademark 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 of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

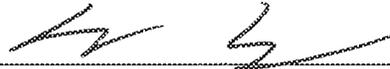
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

DRIVEN PERFORMANCE BRANDS INC.
B&M RACING & PERFORMANCE PRODUCTS
INC.
FLOWMASTER, INC.
DINAN CORP.

By:  _____

Name: Marc Buan

Title: Vice President and Assistant Secretary

[Signature Page to IP Security Agreement (Trademark)]

TRADEMARK
REEL: 005622 FRAME: 0061

COMPASS BANK,
as Agent

By: 
Name: Kayle Green
Title: Managing Director

[Signature Page to IP Security Agreement (Trademarks)]

TRADEMARK
REEL: 005622 FRAME: 0062

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Grantor	Trademark	App. Number	Reg. Number	Country	Filing Date	Reg. Date
Flowmaster, Inc.	409S	78243395	2880431	United States of America	29-Apr-2003	31-Aug-2004
Flowmaster, Inc.	AMERICAN THUNDER	75187459	3340409	United States of America	25-Oct-1996	20-Nov-2007
Flowmaster, Inc.	AMERICAN THUNDER	75373022	2227720	United States of America	14-Oct-1997	02-Mar-1999
Flowmaster, Inc.	BIG BLOCK	75373061	2275405	United States of America	14-Oct-1997	07-Sep-1999
Flowmaster, Inc.	DBX	77932297	3918800	United States of America	10-Feb-2010	15-Feb-2011
Flowmaster, Inc.	DELTA FLOW	75978593	2293704	United States of America	28-Oct-1996	16-Nov-1999
Flowmaster, Inc.	DELTA FLOW	75979242	2373997	United States of America	28-Oct-1996	01-Aug-2000
Flowmaster, Inc.	DELTA FLOW	75188326	2451166	United States of America	28-Oct-1996	15-May-2001
Flowmaster, Inc.	DELTA FORCE	75978601	2293706	United States of America	28-Oct-1996	16-Nov-1999
Flowmaster, Inc.	DELTA FORCE	75188227	2453397	United States of America	28-Oct-1996	22-May-2001
Flowmaster, Inc.	DELTA SERIES	75977527	2191588	United States of America	28-Oct-1996	22-Sep-1998
Flowmaster, Inc.	DYNO TESTED, RACE PROVEN	77808675	3858040	United States of America	19-Aug-2009	05-Oct-2010
Flowmaster, Inc.	FLOWMASTER	74/123,977	1668429	United States of America	17-Dec-1990	17-Dec-1991
Flowmaster, Inc.	FLOWMASTER	75/371,522	2217181	United States of America	10-Oct-1997	12-Jan-1999

Grantor	Trademark	App. Number	Reg. Number	Country	Filing Date	Reg. Date
Flowmaster, Inc.	FLOWMASTER INC.	77534204	3678583	United States of America	29-Jul-2008	08-Sep-2009
Flowmaster, Inc.	FLOWMASTER INC. (RED AND BLACK)	77534260	3738711	United States of America	29-Jul-2008	19-Jan-2010
Flowmaster, Inc.	FLAWS	75188325	2272624	United States of America	28-Oct-1996	24-Aug-1999
Flowmaster, Inc.	FORCE II	76/237,704	2699475	United States of America	09-Apr-2001	25-Mar-2003
Flowmaster, Inc.	HUSHPOWER	75018300	2324703	United States of America	13-Nov-1995	29-Feb-2000
Flowmaster, Inc.	MASTERS OF POWER	77588652	3619321	United States of America	08-Oct-2008	12-May-2009
Flowmaster, Inc.	POWER CHAMBER	75547934	2283298	United States of America	03-Sep-1998	05-Oct-1999
Flowmaster, Inc.	OUTLAW	86/106,931	4551354	United States of America	31-Oct-2013	17-Jun-2014
Flowmaster, Inc.	POWER PRESS	75/522,887	2255744	United States of America	16-Jul-1998	22-Jun-1999
Flowmaster, Inc.	PROFESSIONAL INSTALLER SERIES	75187460	2149862	United States of America	25-Oct-1996	07-Apr-1998
Flowmaster, Inc.	QUIETER WINS	77354173	3607029	United States of America	17-Dec-2007	14-Apr-2009
Flowmaster, Inc.	SCAVENGER SERIES	75/226,923	2135600	United States of America	17-Jan-1997	10-Feb-1998
Flowmaster, Inc.	SUPER 40	77578015	3642547	United States of America	24-Sep-2008	23-Jun-2009
Flowmaster, Inc.	THE EXHAUST TECHNOLOGY COMPANY	76/006,692	2616444	United States of America	21-Mar-2000	10-Sep-2002
Flowmaster, Inc.	THE EXHAUST TECHNOLOGY COMPANY	75/977,577	2217467	United States of America	10-Oct-1997	12-Jan-1999
Flowmaster, Inc.	THE EXHAUST TECHNOLOGY COMPANY	75/371,523	2217182	United States of America	10-Oct-1997	12-Jan-1999

Grantor	Trademark	App. Number	Reg. Number	Country	Filing Date	Reg. Date
Flowmaster, Inc.	THE QUIET PERFORMER	77781096	3935097	United States of America	14-Jul-2009	22-Mar-2011
Flowmaster, Inc.	TOP TEN	75226305	2161575	United States of America	16-Jan-1997	02-Jun-1998
B&M Racing Performance Brands, Inc.	B&M	77/820,557	4092705	United States of America	04-Sep-2009	31-Jan-2012
B&M Racing Performance Brands, Inc.	B&M (AND DESIGN)	77/820,556	4092704	United States of America	04-Sep-2009	31-Jan-2012
B&M Racing Performance Brands, Inc.	B & M TRANSMISSION AND GEAR	78/546,887	3035772	United States of America	13-Jan-2005	27-Dec-2005
B&M Racing Performance Brands, Inc.	BILLET/PLUS (word mark)	78/916,791	3255750	United States of America	26-Jun-2006	26-Jun-2007
B&M Racing Performance Brands, Inc.	COMPETITION/PLUS	72/161,794	760957	United States of America	31-Jan-1963	03-Dec-1963
B&M Racing Performance Brands, Inc.	H (Word Mark)	72/193,013	781323	United States of America	08-May-1964	08-Dec-1964
B&M Racing Performance Brands, Inc.	H HURST	76/434,755	2785750	United States of America	29-Jul-2002	25-Nov-2003
B&M Racing Performance Brands, Inc.	H HURST SHIFTERS (and Design)	77/809,343	3830673	United States of America	20-Aug-2009	10-Aug-2010
B&M Racing Performance Brands, Inc.	HURST (word mark)	72/354,185	920146	United States of America	16-Mar-1970	14-Sep-1971
B&M Racing Performance Brands, Inc.	LINE/LOC (word mark)	76/103,959	2720374	United States of America	03-Jun-2003	03-Jun-2003
B&M Racing Performance Brands, Inc.	PISTOL-GRIP QUARTER STICK	77/809,365	3872061	United States of America	20-Aug-2009	09-Nov-2010
B&M Racing Performance Brands, Inc.	QUARTER STICK (word mark)	77/809,320	3872060	United States of America	20-Aug-2009	09-Nov-2010
B&M Racing Performance Brands, Inc.	ROLL/CONTROL (word mark)	73/350,686	1256014	United States of America	18-Feb-1982	01-Nov-1983
B&M Racing Performance Brands, Inc.	V MATIC (word mark)	73/428,506	1339113	United States of America	02-Jun-1983	04-Jun-1985

Grantor	Trademark	App. Number	Reg. Number	Country	Filing Date	Reg. Date
Driven Performance Brands Inc.	DRIVEN PERFORMANCE BRANDS	86/086,917		United States of America	09-Oct-2013	
Dinan Corp.		77/743,963	3728042	United States of America	25-May-2009	22-Dec-2009
Dinan Corp.		75/316,629	2225213	United States of America	30-Jun-1997	23-Feb-1999
Dinan Corp.	DINAN	77/675,075	3676341	United States of America	25-May-2009	01-Sep-2009
Dinan Corp.	DINANTRONICS	86/351,154	4699472	United States of America	29-Jul-2014	10-Mar-2015
Dinan Corp.	PERFORMANCE WITHOUT SACRIFICE	85/942,014	4462447	United States of America	24-May-2013	07-Jan-2014