

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K & N Engineering, Inc.		10/20/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	4910 Tiedeman Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 103			
Property Type	Number	Word Mark	
Registration Number:	1281461	FILTERCHARGER	
Registration Number:	1323108	STUBSTACK	
Registration Number:	1536024	K&N	
Registration Number:	2225500	XSTREAM AIR FLOW TOP	
Registration Number:	2236589	AIRCHARGER	
Registration Number:	2236590	DRYCHARGER	
Registration Number:	2271564	RECHARGER	
Registration Number:	2282981	PERFORMANCE GOLD	
Registration Number:	2287093	PRECHARGER	
Registration Number:	2475641	TYPHOON	
Registration Number:	2581371	K&N	
Registration Number:	2683563	FIPK	
Registration Number:	2773762	XSTREAM	
Registration Number:	2786508	CUSTOM 66 SERIES	
Registration Number:	2795952	KNFILTERS.COM	
Registration Number:	2812971	K&N MILLION MILE LIMITED WARRANTY	
Registration Number:	2843026	XSTREAM	
Registration Number:	2858015	SNOWCHARGER	
Registration Number:	2866592	K&N OFF ROAD & RACING LIMITED WARRANTY	

CH \$2590.00 1281461

Property Type	Number	Word Mark
Registration Number:	2903147	K&N OFF ROAD & RACING LIMITED WARRANTY
Registration Number:	2931847	POWERLID
Registration Number:	2971304	KNFILTERS.COM
Registration Number:	2975599	MILLION MILE K&N LIMITED WARRANTY GARANT
Registration Number:	3006166	KNPOWERSPORTS.COM
Registration Number:	3012764	K & N MILLION MILE LIMITED WARRANTY
Registration Number:	3046219	MAKE YOUR MOVE
Registration Number:	3546897	K&N
Registration Number:	3584559	MAKE YOUR MOVE
Registration Number:	3692417	K&N
Registration Number:	3876923	WRENCH-OFF
Registration Number:	3879559	WRENCH-OFF OIL FILTER
Registration Number:	3887606	HYBRID AIR FILTER K&N TECHNOLOGY
Registration Number:	4232211	POWER KLEEN
Registration Number:	4236250	K&N THE WORLD'S BEST AIR FILTER
Registration Number:	4397173	WRENCH-OFF PERFORMANCE OIL FILTERS
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:	4447939	57S PERFORMANCE AIRBOX
Registration Number:	4545515	PRO SERIES OIL FILTER
Registration Number:	4549037	K&N DIESEL
Registration Number:	4549112	BLACKHAWK INDUCTION SYSTEMS
Registration Number:	4553042	DRYFLOW AIR FILTER TECHNOLOGY
Serial Number:	85928629	WASHABLE REUSABLE PERFORMANCE
Registration Number:	4651765	K&N PRO SERIES OIL FILTER
Registration Number:	4651760	K&N PRO SERIES OIL FILTER
Registration Number:	4651769	K&N PRO SERIES
Registration Number:	4644476	K&N REFRESHER
Registration Number:	4644480	K&N WASHABLE CABIN AIR FILTER
Registration Number:	4699055	UP TO 50% MORE AIRFLOW THAN TRADITIONAL
Registration Number:	4855811	K&N
Registration Number:	4851431	K&N
Registration Number:	4893603	SUPERIOR AIRFLOW. SUPERIOR PERFORMANCE.
Serial Number:	86581628	K&N SUPERIOR AIRFLOW. SUPERIOR PERFORMAN
Registration Number:	4877756	K&N · 10-YEAR/MILLION MILE · LIMITED WAR

Property Type	Number	Word Mark
Registration Number:	4869882	APOLLO CIS
Serial Number:	86730423	
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
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:	4474037	THE 400MPH COMPANY
Registration Number:	4436458	EXTRAFLOW
Registration Number:	4655052	MAGNA KOOL
Registration Number:	4517829	MAGNABRAID
Registration Number:	4868487	THE 400MPH COMPANY
Registration Number:	4855771	SPECTRE
Registration Number:	2253108	AIRAID
Registration Number:	2464534	POWERAID
Registration Number:	3620648	ECONOAID
Registration Number:	2712649	QUICKFIT
Registration Number:	2985777	SYNTHAFLOW
Registration Number:	3819284	SYNTHAMAX
Registration Number:	2965680	POWERPORTS
Serial Number:	86812569	MXP SERIES
Registration Number:	4015199	
Registration Number:	4941493	MXP
Serial Number:	86965277	AIRAID
Serial Number:	86628134	SPECTRE
Registration Number:	4904208	WASHABLE REUSABLE 3 YEAR/300K MILE LIMIT
Serial Number:	86635196	SPECTRE
Serial Number:	86890407	PERFORMANCE SILVER
Serial Number:	86958563	AIRAID

Property Type	Number	Word Mark
Serial Number:	87093226	
Registration Number:	3638056	AEM
Registration Number:	3733376	AEM
Registration Number:	4554650	AEM ENGINEERED TO OUTPERFORM
Registration Number:	2600528	AEM
Registration Number:	2763222	AEM
Registration Number:	4439782	SPEED BY SPECTRE
Registration Number:	4677232	SS SPECTRE

CORRESPONDENCE DATA

Fax Number: 2022631253
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: 2028357500
Email: DCIP@milbank.com
Correspondent Name: Lisa Coward
Address Line 1: 1850 K Street NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy LLP
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	LISA COWARD
SIGNATURE:	/LISA COWARD/
DATE SIGNED:	10/20/2016

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of October 20, 2016 by K&N Engineering, Inc. (“**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of each Grantor:

(a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of each Grantor, including those listed on Schedule I attached hereto; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

(b) all income, fees, royalties, damages and payments then and thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and

(c) all rights to sue for past, present and future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

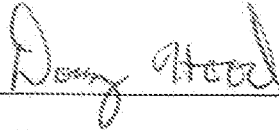
(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

(b) Each party to this Second Lien Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Second Lien Trademark Security Agreement will affect the right of any party to this Second Lien Trademark Security Agreement to serve process in any other manner permitted by Law.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Junior Lien Intercreditor Agreement, dated as of October 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among K&N Merger Sub II, Inc., K&N Intermediate Holdings II, Inc., KeyBank National Association, as First Lien Credit Agreement Collateral Agent and Second Lien Credit Agreement Collateral Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow.]

K&N ENGINEERING, INC.

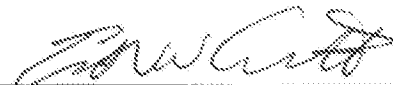


By: 

Doug Hood
Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005905 FRAME: 0486

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name 
Title 

Schedule I
Trademark Registrations and Applications

<u>Country</u>	<u>Reg/App. No.</u>	<u>Trademark</u>	<u>Status</u>
United States	1281461	FILTERCHARGER	Registered
United States	1323108	STUBSTACK	Registered
United States	1536024	K&N (Stylized)	Registered
United States	2225500	Xstream Air Flow Top Logo	Registered
United States	2236589	AIRCHARGER	Registered
United States	2236590	DRYCHARGER	Registered
United States	2271564	RECHARGER	Registered
United States	2282981	PERFORMANCE GOLD	Registered
United States	2287093	PRECHARGER	Registered
United States	2475641	TYPHOON	Registered
United States	2581371	K&N Tails and Colors Logo	Registered
United States	2683563	FIPK	Registered
United States	2773762	XSTREAM	Registered
United States	2786508	CUSTOM 66 SERIES	Registered
United States	2795952	KNFILTERS.COM	Registered
United States	2812971	K&N MILLION MILE LIMITED WARRANTY	Registered
United States	2843026	Xstream Logo	Registered
United States	2858015	SNOWCHARGER	Registered
United States	2866592	Off Road Ribbon Logo	Registered
United States	2903147	Off Road Tire Logo	Registered
United States	2931847	POWERLID	Registered
United States	2971304	KNFILTERS.COM	Registered
United States	2975599	Million Mile Languages Logo	Registered
United States	3006166	KNPOWERSPORTS.COM	Registered
United States	3012764	Million Mile Sunburst Logo	Registered
United States	3046219	MAKE YOUR MOVE	Registered
United States	3546897	K&N	Registered
United States	3584599	MAKE YOUR MOVE	Registered
United States	3692417	K&N Stylized	Registered
United States	3876923	WRENCH-OFF	Registered

[Signature Page to Trademark Security Agreement]

#4833-7134-7515

TRADEMARK
REEL: 005905 FRAME: 0488

<u>Country</u>	<u>Reg/App. No.</u>	<u>Trademark</u>	<u>Status</u>
United States	3879599	Wrench-Off Stylized	Registered
United States	3887606	HYBRID AIR FILTER K&N TECHNOLOGY	Registered
United States	4232211	POWER KLEEN	Registered
United States	4236250	K&N THE WORLD'S BEST AIR FILTER (Design)	Registered
United States	4397173	Wrench-Off Performance Oil Filter	Registered
United States	4405943	K&N HIGH-FLOW AIR FILTER (Design)	Registered
United States	4435963	K&N Diesel Flames (Design)	Registered
United States	4435975	K&N Diesel – Light Duty (Design)	Registered
United States	4439580	K&N Hand Made (Design)	Registered
United States	4439595	K&N Inventor of (Design)	Registered
United States	4447939	57s Performance Box	Registered
United States	4545515	PRO SERIES OIL FILTER	Registered
United States	4549037	K&N Diesel – Heavy Duty (Design)	Registered
United States	4549112	BLACKHAWK INDUCTION SYSTEMS (stylized)	Registered
United States	4553042	DRYFLOW AIR FILTER TECHNOLOGY	Registered
United States	85/928629	Washable Reusable Performance (Stylized)	Registered
United States	4651765	K&N PRO SERIES OIL FILTER (design)	Registered
United States	4651760	K&N PRO SERIES OIL FILTER	Registered
United States	4651769	K&N PRO SERIES	Registered
United States	4644476	K&N REFRESHER (design)	Registered
United States	4644480	K&N WASHABLE CABIN AIR FILTER (design)	Registered
United States	4699055	UP TO 50% MORE AIRFLOW THAN TRADITIONAL PAPER AIR FILTERS	Registered
United States	4881431	K&N (stylized) (White Letters)	Registered
United States	4855811	K&N (stylized) (Black Letters)	Registered

<u>Country</u>	<u>Reg/App. No.</u>	<u>Trademark</u>	<u>Status</u>
United States	4893603	SUPERIOR AIRFLOW. SUPERIOR PERFORMANCE.	Registered
United States	86/581628	K&N Superior Airflow, Superior Performance	Pending
United States	4877756	K&N 10-Year Million Mile Limited Warranty	Registered
United States	4869882	APOLLO CIS	Pending
United States	86/730423	DIAL (design)	Pending
United States	3875377	BRUTE FORCE	Registered
United States	3692361	DRYFLOW	Registered
United States	4430253	No Oil (design)	Registered
United States	3255169	SPECTRE	Registered
United States	Registered 3252685	SPECTRE	Registered
United States	3252686	SPECTRE	Registered
United States	3253179	SS (Design)	Registered
United States	3253180	SS (Design)	Registered
United States	3253181	SS (Design)	Registered
United States	3384378	SPECTRE EMS-PRO	Registered
United States	3666566	ACCUCHARGE PRECISION OILING SYSTEM	Registered
United States	3666746	HPR HORSEPOWER RATED (design)	Registered
United States	4443244	SPECTRE (design)	Registered
United States	86/628128	SPECTRE (design)	Pending
United States	4436396	SS SPEED BY SPECTRE (Design)	Registered
United States	4474037	THE 400MPH FILTER	Registered
United States	4436458	EXTRAFLOW	Registered
United States	4655052	MAGNA KOOL	Registered
United States	4517829	MAGNABRAID	Registered
United States	4868487	THE 400MPH FILTER	Registered
United States	4855771	SPECTRE	Registered
United States	2253108	AIRAID	Registered
United States	2464534	POWERAID	Registered
United States	3620648	ECONOAID	Registered

<u>Country</u>	<u>Reg/App. No.</u>	<u>Trademark</u>	<u>Status</u>
United States	2712649	QUICKFIT	Registered
United States	2985777	SYNTHAFLOW	Registered
United States	3819284	SYNTHAMAX	Registered
United States	2965680	POWERPORTS	Registered
United States	86/512569	MXP Series (design)	Pending
United States	4015199	8-Toothed Star	Registered
United States	4941493	MXP	Registered
United States	86/965277	AIRAID (design)	Pending
United States	86/628134	SPECTRE (design)	Pending
United States	4904208	WASHABLE REUSABLE 3 YEAR/300K MILE LIMITED WARRANTY STOP! OIL FREE K&N OIL FREE COMMERCIAL GRADE 1-800- 858-3333 KN FILTERS.COM	Registered
United States	4964613	MXP SERIES	Registered
United States	86635196	SPECTRE	Pending
United States	86890407	PERFORMANCE SILVER	Pending
United States	86958563	AIRAID	Pending
United States	87093226	DESIGN ONLY	Pending
United States	3638056	AEM	Registered
United States	3733376	AEM	Registered
United States	4554650	AEM ENGINEERED TO OUTPERFORM	Registered
United States		AEM BRUTE FORCE	Pending
United States	2600528	AEM	Registered
United States	2763222	AEM	Registered
United States	3879559	WRENCH-OFF OIL FILTER	Registered
United States	4439782	SPEED BY SPECTRE	Registered
United States	4677232	SS SPECTRE	Registered