

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM416063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMI Operating Company, LP		02/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4467727	ARMORPLATING	
Registration Number:	3603508	ONE NAME. ONE SOLUTION.	
Registration Number:	1447146	PRO TRU	
Registration Number:	2052191	PRO-LITE	
Registration Number:	3460351	W	
Registration Number:	3404501	W WISECO PERFORMANCE PRODUCTS	
Registration Number:	941402	WISECO	
Registration Number:	1404635	WISECO	
Registration Number:	1905333	WISECO	
Registration Number:	3681129	WISECO ARMORGLIDE	
Registration Number:	4463962	WISECO ARMORPLATING	
Registration Number:	3417862	INNOVATE MOTORSPORTS	
Registration Number:	3417864	INNOVATE MOTORSPORTS	
Registration Number:	3498058	INNOVATE MOTORSPORTS	
Registration Number:	2318401	JE	
Registration Number:	2363165	JE PISTONS	
Registration Number:	2981819	JE PRO SEAL	
Registration Number:	4426106	JE PRO SEAL	
Registration Number:	3664094	JE PRO SERIES PISTONS	

OP \$740.00 4467727

Property Type	Number	Word Mark
Registration Number:	3397132	K1 TECHNOLOGIES
Registration Number:	4903468	PRO SEAL
Registration Number:	3393654	PRO SERIES PISTONS
Registration Number:	2953070	PROSEAL
Registration Number:	1985999	SPORTSMAN RACING PRODUCTS
Registration Number:	3599510	SRP PROFESSIONAL
Registration Number:	3150435	SRP SPORTSMAN RACING PRODUCTS
Registration Number:	3711371	TUFF SKIRT
Registration Number:	4841526	VIEW. CAPTURE. ANALYZE.
Serial Number:	87046860	RACER'S CHOICE

CORRESPONDENCE DATA

Fax Number:

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.

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	23743.006003
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	02/14/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 14, 2017 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the PMI Operating Company, Inc., a Delaware corporation (to be renamed Race Winning Brands, Inc. in accordance with Section 4.15 of the Credit Agreement), as Borrower, Performance Products Holdings, Inc., a Delaware corporation, as Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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, 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.

Notwithstanding anything to the contrary herein, the Lien on and security interest in the Trademark Collateral granted hereunder shall not include, and no Lien or security interest or other rights shall be deemed granted on, any "intent to use" Trademark applications for which a "Statement of Use" or "Amendment to Allege Use" has not been filed (but only until any such statement or amendment is filed).

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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 and IP Licenses subject to a security interest hereunder.


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.

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.

[SIGNATURE PAGES FOLLOW]

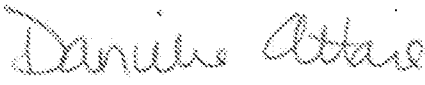
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PMI OPERATING COMPANY, INC.,
as Grantor

By: 
Name: Josh Vogel
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Agent





By: 
Name: Danielle Attaie
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Grantor</u>
ARMORPLATING	85822716	January 14, 2013	January 14, 2014	4467727	Registered	PMI Operating Company, Inc.
ONE NAME. ONE SOLUTION.	77281105	September 17, 2007	April 7, 2009	3603508	Registered	PMI Operating Company, Inc.
PRO TRU and Design 	73627530	October 29, 1986	July 14, 1987	1447146	Renewed	PMI Operating Company, Inc.
PRO-LITE	75031566	December 12, 1995	April 15, 1997	2052191	Renewed	PMI Operating Company, Inc.
RACER'S CHOICE	87046860	May 23, 2016			Pending	PMI Operating Company, Inc.
W and Design 	77159144	April 18, 2007	July 8, 2008	3460351	Registered	PMI Operating Company, Inc.
W WISECO PERFORMANCE PRODUCTS and Design 	77159146	April 18, 2007	April 1, 2008	3404501	Registered	PMI Operating Company, Inc.
WISECO	72371320	September 21, 1970	August 22, 1972	941402	Renewed	PMI Operating Company, Inc.

<u>Mark</u>	<u>Application No.</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Grantor</u>
WISECO and Design 	73575208	December 26, 1985	August 12, 1986	1404635	Renewed	PMI Operating Company, Inc.
WISECO (Stylized) 	74535605	June 9, 1994	July 18, 1995	1905333	Renewed	PMI Operating Company, Inc.
WISECO ARMORGLIDE and Design 	77522461	July 15, 2008	September 8, 2009	3681129	Registered	PMI Operating Company, Inc.
WISECO ARMORPLATING and Design 	85822735	January 14, 2013	January 7, 2014	4463962	Registered	PMI Operating Company, Inc.
INNOVATE MOTORSPORTS	77/254,133	4/29/2008	8/13/2007	3417862	Registered	PMI Operating Company, Inc.
INNOVATE MOTORSPORTS	77/254,153	4/29/2008	8/13/2007	3417864	Registered	PMI Operating Company, Inc.
INNOVATE MOTORSPORTS BLOCK LETTERS	77/254,176	9/9/2008	8/13/2007	3498058	Registered	PMI Operating Company, Inc.
JE	75/558,072	2/15/2000	9/24/1998	2318401	Registered	PMI Operating Company, Inc.
JE PISTONS & DESIGN	75/533,364	6/27/2000	8/10/1998	2363165	Registered	PMI Operating Company, Inc.
JE PRO SEAL	78/240,310	8/2/2005	4/21/2003	2981819	Registered	PMI Operating Company, Inc.

<u>Mark</u>	<u>Application No.</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Grantor</u>
JE PRO SEAL	85/524,021	10/29/2013	1/24/2012	4426106	Registered	PMI Operating Company, Inc.
JE PRO SERIES PISTONS BLOCK LETTERS	77/125,723	8/4/2009	3/8/2007	3664094	Registered	PMI Operating Company, Inc.
K1 TECHNOLOGIES	77/060,379	3/18/2008	12/8/2006	3397132	Registered	PMI Operating Company, Inc.
PRO SEAL	85/524043	2/23/2016	1/24/2012	4903468	Registered	PMI Operating Company, Inc.
PRO SERIES PISTONS	77/125,830	3/4/2008	3/8/2007	3393654	Registered	PMI Operating Company, Inc.
PROSEAL	78/165113	5/17/2005	9/17/2002	2953070	Registered	PMI Operating Company, Inc.
SPORTSMAN RACING PRODUCTS	74/454664	7/9/1996	11/5/1993	1985999	Registered	PMI Operating Company, Inc.
SRP PROFESSIONAL & DESIGN	77/317996	3/31/2009	10/31/2007	3599510	Registered	PMI Operating Company, Inc.
SRP SPORTSMAN RACING PRODUCTS & DESIGN	78/304057	10/3/2006	9/23/2003	3150435	Registered	PMI Operating Company, Inc.
TUFF SKIRT BLOCK LETTERS	77/649017	11/17/2009	1/14/2009	3711371	Registered	PMI Operating Company, Inc.
VIEW. CAPTURE. ANALYZE	86/635,048	10/27/2015	5/19/2015	4841526	Registered	PMI Operating Company, Inc.