

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419286

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|---|--------------------------|-------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRANSGO, LLC | | 02/28/2017 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | East West Bank | | |
| Street Address: | 135 N. Los Robles Ave. | | |
| Internal Address: | 2nd Floor | | |
| City: | Pasadena | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91101 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1999811 | SK | |
| Registration Number: | 2058604 | SK JUNIOR | |
| Registration Number: | 1207126 | GET YOUR SHIFT TOGETHER | |
| Registration Number: | 1137823 | MR. SHIFT | |
| Registration Number: | 1098070 | TRANSGO | |
| Registration Number: | 1401099 | SHIFT KIT | |
| Registration Number: | 1078341 | TRANSGO | |
| Serial Number: | 87153167 | REPROGRAMMING KIT | |
| Serial Number: | 87153160 | SK-JR | |
| Serial Number: | 87153162 | TRANSCO | |
| Serial Number: | 87153172 | | |
| Serial Number: | 87153173 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>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.</i> | | | |
| Phone: | 214 932 6410 | | |
| Email: | mguidry@mcguirewoods.com | | |

OP \$315.00 1999811

Correspondent Name: Aaron J. Pickell
Address Line 1: 2000 McKinney Avenue
Address Line 2: Suite 1400
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Melissa Guidry

SIGNATURE: /Melissa Guidry/

DATE SIGNED: 03/10/2017

Total Attachments: 4

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**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, TRANSGO, LLC, a California limited liability company (the “Pledgor”), is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the “Trademarks”) and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “Patents”); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”), dated as of February 28, 2017, in which the Pledgor has agreed with East West Bank, a California banking corporation, in its capacity as Collateral Agent under the Security Agreement (the “Collateral Agent”), with offices at 135 N. Los Robles Ave., 2nd Floor, Pasadena, California 91101, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.



[Signature page follows]

TRANSGO, LLC

By: *Martin Gilmore*
Name: Martin Gilmore
Title: President

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

| <u>Owner</u> | <u>Mark</u> | <u>Application or Registration No.</u> | <u>Country</u> | <u>Issue or Filing Date</u> |
|-----------------|---|--|--------------------------|---------------------------------|
| TRANSGO, LLC | SK | 1999811 (VDR) | U.S. Federal | 9/10/1996 |
| TRANSGO, LLC | SK.....JUNIOR | 2058604 (VDR) | U.S. Federal | 5/6/1997 |
| TRANSGO, LLC | GET YOUR SHIFT TOGETHER | 1207126 (VDR) | U.S. Federal | 9/7/1982 |
| TRANSGO, LLC | MR. SHIFT | 1137823 (VDR) | U.S. Federal | 7/15/1980 |
| TRANSGO, LLC | TRANSGO | 1098070 (VDR) | U.S. Federal | 8/1/1978 |
| TRANSGO, LLC | SHIFT KIT | 1401099 (VDR) | U.S. Federal | 7/15/1986 |
| TRANSGO, LLC |  | 1078341 (VDR) | U.S. Federal | 11/29/1977 |
| TRANSGO, LLC | SHIFT KIT | 55559 | U.S. California State | 1/14/1977 |
| TRANSGO, LLC | TRANSGO | TMA473671 | Canada | 3/25/1997 |
| TRANSGO, LLC | SHIFT KIT | TMA261663 | Canada | 8/14/1981 |
| TRANSGO, LLC |  | TMA249362 | Canada | 8/15/1980 |
| TRANSGO, LLC | REPROGRAMMING KIT | (87153167) | U.S. | 8/26/2016 |
| TRANSGO, LLC | SK-JR | (87153160) | U.S. | 8/26/2016 |
| TRANSGO, LLC | TRANSCO | (87153162) | U.S. | 8/26/2016 |

TRANSGO,
LLC



(87153172)

U.S.

8/26/2016

TRANSGO,
LLC



(87153173)

U.S.

8/26/2016

PATENTS AND PATENT APPLICATIONS

| <u>Owner</u> | <u>Application or Registration No.</u> | <u>Country</u> | <u>Inventor</u> | <u>Issue or Filing Date</u> |
|--------------|--|----------------|-----------------------|---------------------------------|
| TRANSGO, LLC | 13/507,807 | US | Gilbert W. Younger | 07-30-2012 |
| TRANSGO, LLC | 6,340,160 | US | Gilbert W. Younger | 01-22-2002 |
| TRANSGO, LLC | 6,871,397 | US | Gilbert W. Younger | 03-29-2005 |
| TRANSGO, LLC | 6,913,554 | US | Gilbert W. Younger | 07-05-2005 |
| TRANSGO, LLC | 6,964,628 | US | Gilbert W. Younger | 11-15-2005 |
| TRANSGO, LLC | 7,128,679 | US | Gilbert W. Younger | 10-31-2006 |
| TRANSGO, LLC | 9,429,228 | US | Gilbert W. Younger | 08-30-2016 |