

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM443136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Auto Meter Products, Inc.		08/31/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	111 West Monroe Street, RM/5W		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87570158	AMPNET	
<b>Registration Number:</b>	5152282	AIRDRIVE	
<b>Registration Number:</b>	3680447	DASHCOMMAND	
<b>Registration Number:</b>	5152283	DASHLINK	
<b>Registration Number:</b>	3531619	DASHXL	
<b>Registration Number:</b>	3432156	PCMSCAN	
<b>Registration Number:</b>	3531620	SCANXL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129774405		
<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>			
<b>Phone:</b>	312-977-4400		
<b>Email:</b>	ipdocket@nixonpeabody.com		
<b>Correspondent Name:</b>	Kevin R. Gualano		
<b>Address Line 1:</b>	70 West Madison Street, Suite 3500		
<b>Address Line 2:</b>	Nixon Peabody LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Kevin R. Gualano		
<b>SIGNATURE:</b>	/Kevin R. Gualano/		
<b>DATE SIGNED:</b>	09/14/2017		

CH \$190.00 87570158

**Total Attachments: 16**

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## SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 31<sup>st</sup> day of August, 2017 by Auto Meter Products, Inc., an Illinois corporation (the "Borrower"), AMEI Holdings, Inc., a Delaware corporation ("Holdings"), Cobb Tuning Products, LLC, a Utah limited liability company ("Cobb") and together with the Borrower and Holdings, the "Grantors" and each a "Grantor"), in favor of Bank of Montreal, a Canadian chartered bank by and through its Chicago branch, in its capacity as agent (the "Agent") for the Lenders (as defined herein).

### W I T N E S S E T H

WHEREAS, Grantors, together with each Person joined thereto as a guarantor from time to time, have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement") with Agent and the various lenders from time to time party thereto (the "Lenders" and each a "Lender"), providing for the extensions of credit to be made to Borrower by Lenders; and

WHEREAS, as security for the Obligations, Hedging Liability and Funds Transfer and Deposit Account Liability under the Credit Agreement (the "Secured Obligations"), pursuant to an Amended and Restated Security Agreement dated as of August 31, 2017 (the "Security Agreement") each Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, copyrights and patents and all products and proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Agent, for the benefit of itself and the Lenders, and hereby reaffirms its grant under the Security Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks", such copyrights and copyright applications, the "Copyrights" and such patents and patent applications, the "Patents"), together with

any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement or the other Loan Documents, no Grantor shall sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties; New Trademarks, Patents and Copyrights. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks and trademark applications registered with the United States Patent and Trademark Office (other than any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed)), copyrights and copyright applications registered with the United States Copyright Office, and patents and patent applications registered with the United States Patent and Trademark Office, owned or registered to such Grantor under the laws of the United States of America as of the date of this Agreement. If, before the Secured Obligations are paid in full or before the Credit Agreement and other Loan Documents have been terminated, any Grantor (a) becomes aware of any existing Trademark, Copyright or Patents of which such Grantor has not previously informed the Lender or (ii) becomes entitled to the benefit of any Trademark, Copyright or Patents which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and such Grantor shall give to Lender prompt written notice thereof. Each Grantor hereby authorizes the Lender to modify this Agreement by amending the Schedule hereto to include any such Trademark, Copyright or Patent and to file a duplicate original of this Agreement containing the amended Schedule.

5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Effect of Amendment and Restatement on Existing Intellectual Property Security Agreement; No Novation. This Agreement amends and restates that certain Amended and Restated Intellectual Property Security Agreement dated as of March 30, 2015 executed by the Grantors in favor of the Agent (the "Existing IP Security Agreement"). Nothing in this

Agreement shall be construed to release, cancel, terminate or otherwise adversely affect all or any part of any lien or other encumbrance granted with respect to the Existing IP Security Agreement or constitute a novation thereof and such security shall continue to secure the Secured Obligations (as amended and restated hereby).

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

AUTO METER PRODUCTS, INC., an Illinois corporation

By: 

Jeffrey G. King, President

AMEI HOLDINGS, INC., a Delaware corporation

By: 

Jeffrey G. King, President

COBB TUNING PRODUCTS, LLC, a Utah limited liability company

By: 

Jeffrey G. King, President

Agreed and Accepted  
As of the Date First Written Above

BANK OF MONTREAL:

By: \_\_\_\_\_  
James J. Hess, Senior Vice President

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

AUTO METER PRODUCTS, INC., an Illinois corporation

By: \_\_\_\_\_  
Jeffrey G. King, President

AMEI HOLDINGS, INC., a Delaware corporation

By: \_\_\_\_\_  
Jeffrey G. King, President

COBB TUNING PRODUCTS, LLC, a Utah limited liability company

By: \_\_\_\_\_  
Jeffrey G. King, President

Agreed and Accepted  
As of the Date First Written Above





BANK OF MONTREAL:

By:   
James J. Hess, Senior Vice President

## SCHEDULE 1

### Trademarks

#### Auto Meter Products, Inc. Registered U.S. Trademarks

Title	Mark	Description	Registration No.	United States Registration Date
AMPNET (block letter)	"AMPNET"	Typed Drawing	{Serial No. 87/570,158}	
AIRDRIVE (block letter)	"AIRDRIVE"	Typed Drawing	5,152,282	Feb. 28, 2017
AUTO GAGE (block letter)	"Auto Gage"	Typed Drawing	3,912,688	Feb. 1, 2011
AUTO GAGE (stylized)		Stylized word mark	1,497,472	July 26, 1988
AUTO METER (block letter)	"Auto Meter"	Typed Drawing	3,759,773	Mar. 16, 2010
AUTO METER (stylized)		Stylized word mark	1,683,615	Apr. 21, 1992
AUTO METER COMPETITION INSTRUMENTS & design		WORD PLUS DESIGN MARK, THE DRAWING IS LINED FOR THE COLORS	1,732,643	Nov. 17, 1992
BATTERY EXTENDER	"Battery Extender"	Typed Drawing	2,756,383	Aug. 26, 2003
C2	"C2"	Typed Drawing	3,221,394	Mar. 27, 2007
DASHCOMMAND	"DashCommand"	Typed Drawing	3,680,447	Sept. 8, 2009
DASHLINK (block letter)	"DASHLINK"	Typed Drawing	5,152,283	Feb. 23, 2017
DASHXL	DashXL	Typed Drawing	3531619	Nov. 11, 2008
Dial and Pointer Logo		DESIGN ONLY	3,076,477	Apr. 4, 2006
Monster Bezel		DESIGN ONLY	3,251,019	June 12, 2007



Title	Mark	Description	Registration No.	United States Registration Date
PCMSCAN (block letter)	PCMSCAN	Typed Drawing	3,432,156	May 20, 2008
PHANTOM		Stylized word mark	1,875,140	Jan. 24, 1995
PRO-LITE	PRO-LITE	Typed Drawing	2,370,310	July 25, 2000
SCANXL (block letter)	SCANXL	Typed Drawing	3,531,620	Nov. 11, 2008
STACK (block letter)	"Stack"	Typed Drawing	3,711,089	Nov. 17, 2009
PRO-LITE	PRO-LITE	Typed Drawing	2,370,310	July 25, 2000
Shock Strap and Super Bezel (supplemental registration)		DESIGN ONLY	2,564,743	April 23, 2002
STACK (block letter)	"Stack"	Typed Drawing	3,711,089	Nov.17, 2009
Super Bezel		DESIGN ONLY	2,883,435	Sept. 14, 2004
SPEK		Stylized Word Mark	3,105,738	June 20, 2006
		DESIGN ONLY	4,655,019	Dec. 16, 2014
ULTRA-LITE (Stylized)	ULTRA-LITE	Stylized Word Mark	1,967,655	April 16, 1996

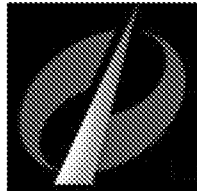
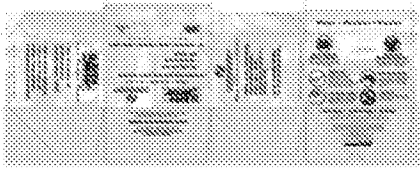
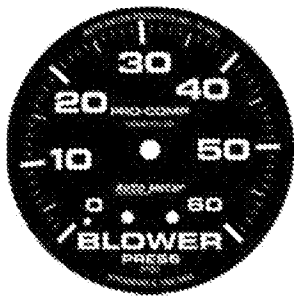
**Cobb Tuning Products, LLC Registered U.S. Trademarks**

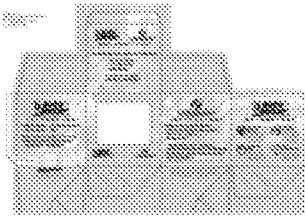
Mark	Registrant	Registration No.	Registration Date
ACCESSPORT	Cobb Tuning Products, LLC	3337509	11/13/2007
COBB TUNING	Cobb Tuning Products, LLC	3944673	04/12/2011
COBB	Cobb Tuning Products, LLC	3566371	01/27/2009

**SCHEDULE 1 CONT'D**

**Copyrights**

**Auto Meter Products, Inc. Copyright Materials**

<b>United States Reg. No.</b>	<b>Title</b>	<b>Matter</b>	<b>United States Registration Date</b>
VA 1-795-090	Auto Meter Products, Inc. Dial-and-Pointer Logo		October 27, 2011
VA 1-795-089	Artwork for Auto Meter Products, Inc. tachometer packaging		October 27, 2011
TX0005036237	Auto Meter Products, Inc. competition instruments	web site: compilation of data from Auto Meter Products, Inc. Products catalogue 1999 & other sources	February 14, 2000
Application Submitted	Dial face art work of Auto Meter Products, Inc. Products, Inc. Model 5402 blower pressure gauge		December 4, 2012

United States Reg. No.	Title	Matter	United States Registration Date
VA0001849022	Art work for packaging of Auto Meter Products, Inc. Products, Inc. 2 5/8" gauges		December 7, 2012
VA0001884543	Packaging art work for Auto Meter Products, Inc. 3 3/4 inch Auto Gage tachometer		Oct. 8, 2013
TX0007776423	Auto Meter Installation Instructions for 5" Tachometer		July 30, 2013

**Cobb Tuning Products, LLC Copyright Materials**

United States Reg. No.	Title	Matter	United States Registration Date
VA0001950235	Accessport Accessory Image	Electronic file	Feb. 04, 2015
VA0001950234	Accessport Main Image	Electronic file	Feb. 04, 2015

**SCHEDULE 1 CONT'D****Patents****Auto Meter Products, Inc. United States Patents**

<b>Title</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Patent Date</b>	<b>Status</b>
After-Market Dashboard Bezel	US	09/696,458	10/25/2000	7,264,074	09/04/2007	Granted
Alternator Battery System	US	13/195,131	8/1/2011	8,823,381	09/02/2014	Granted
Battery Clamp for Use With Top Post and Side Post Batteries	US	12/700,523	2/4/2010	7,909,662	3/22/2011	Granted
Battery Clamp for Use With Top Post and Side Post Batteries and Methods for Using the Same	US	12/411,845	3/26/2009	7,736,201	6/15/2010	Granted
Dual Range Tachometer	US	09/199,717	11/25/1998	6,215,298	4/10/2001	Granted
Flutter Reduction Apparatus and Method	US	10/892,370	7/16/2004	7,230,418	6/12/2007	Granted
Gauge Circuit Board Holding Device	US	11/925,528	10/26/2007	8,018,727	9/13/2011	Granted
Gauge With Illuminated Dial	US	11/411,845	4/27/2006	7,549,390	6/23/2009	Granted
Gauge with Illuminated Dial and Pointer	US	10/133,519	4/6/2002	6,663,251	12/16/2003	Granted
Heavy Duty Battery System	US	12/127,918	5/28/2008	7,990,155	8/2/2011	Granted
High Performance Tachometer	US	08/649,018	5/16/1996	5,905,374	5/18/1999	Granted
High Performance Tachometer Having a Shift Indicator System with "Short Shift" Protection	US	09/432,458	11/2/1999	6,137,399	10/24/2000	Granted
Long Vehicle Monitor Pod	US	29/219,281	12/16/2004	D516,010	2/28/2006	Granted
Microprocessor-Based Hand-Held Battery Tester System	US	09/590,350	6/8/2000	6,359,442	3/19/2002	Granted
Microprocessor-Based Hand-Held Electrical Testing System and Method	US	10/336,575	1/3/2003	6,771,073	8/3/2004	Granted
Pit Road Display	US	12/426,614	4/20/2009	7,612,660	11/3/2009	Granted

Title	Country	Application Number	Application Date	Patent Number	Patent Date	Status
Pit Road Display	US	12/511,630	7/29/2009	7,877,172	1/25/2011	Granted
Short Vehicle Monitor Pod	US	29/219,280	12/16/2004	D535,608	1/23/2007	Granted
System for Facilitating the Launch of a Drag Racing Vehicle	US	10/346,739	1/17/2003	7,012,514	3/14/2006	Granted
Vehicle Systems Reaction and Acceleration Timing Device	US	09/718,769	11/22/2000	6,678,214	1/13/2004	Granted
Vehicle Travel Meter	US	08/809,871	6/4/1997	6,012,002	1/4/2000	Granted
Method of Rendering Dynamic Vehicle Telemetry on a Graphical Display	US	12/271,633	11/14/2008	8,881,038	11/04/2014	Granted

#### **Auto Meter Products, Inc. United States Patent Applications**

Title	Country	Application Number	Application Date	Publication Number	Status
Method of Rendering Dynamic Vehicle Telemetry on a Graphical Display	US	14/495,697	09/24/2014	N/A	
Wireless Gauge, System, and Method	US	15/336,389	10/27/2016	2017/0124787	Pending

#### **Cobb Tuning Products, LLC United States Patents**

None.

#### **AMEI Holdings, Inc. United States Patents**

None.

## POWER OF ATTORNEY

**Dated: August 31, 2017**

The undersigned (the "Grantors"), hereby authorize BANK OF MONTREAL, a Canadian chartered bank acting by and through its Chicago office, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for Lenders (as defined below) under that certain Amended and Restated Credit Agreement among Grantors, each other person joined thereto as a guarantor from time to time, Agent, and the various lenders from time to time party thereto (the "Lenders" and each a "Lender"), dated as of the date hereof (as the same may be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of the Grantors, with the power to endorse the name of any Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Second Amended and Restated Intellectual Property Security Agreement among the Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Security Agreement"), including, without limitation, to execute on behalf of the Grantors a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Copyrights and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks, Copyrights or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Copyrights or Patents to anyone else, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement and the other Loan Documents.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Credit Agreement and the Loan Documents.

This Power of Attorney supersedes and replaces the Power of Attorney dated March 30, 2015 (the "Prior POA") from the Grantors in favor of Agent, and Agent (by its acceptance hereof) acknowledges that the Prior POA is hereby terminated and cancelled. This Power of Attorney shall be irrevocable for the term of the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

AUTO METER PRODUCTS, INC., an Illinois corporation

By:

  
Jeffrey G. King, President

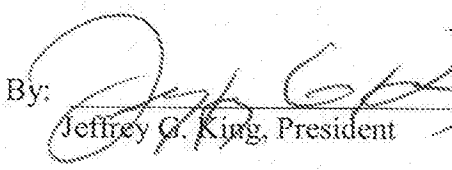
AMEI HOLDINGS, INC., a Delaware corporation

By:

  
Jeffrey G. King, President

COBB TUNING PRODUCTS, LLC, a Utah limited liability company


By:

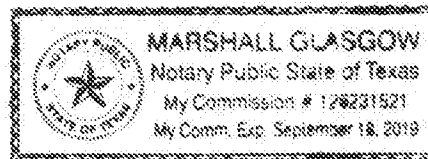
  
Jeffrey G. King, President

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Texas : SS  
COUNTY OF Travis :

On this 30<sup>th</sup> of August, 2017, before me personally appeared Jeffrey G. King, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Auto Meter Products, Inc., an Illinois corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

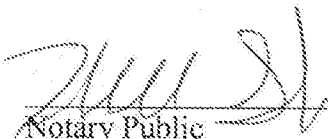




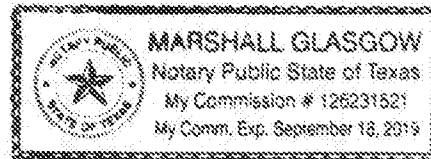
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Texas : SS  
COUNTY OF Travis :

On this 30<sup>th</sup> of August, 2017, before me personally appeared Jeffrey G. King, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of AMEI Holdings, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
Notary Public

My Commission Expires:



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Texas : SS  
COUNTY OF TRAVIS :

On this 30<sup>th</sup> of August, 2017, before me personally appeared Jeffrey G. King, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Cobb Tuning Products, LLC, a Utah limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

