

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECS Tuning Limited Holdings, LLC		09/29/2017	Limited Liability Company: OHIO
ECS Tuning, LLC		09/29/2017	Limited Liability Company: OHIO
Turner Motorsport, LLC		09/29/2017	Limited Liability Company: OHIO
Pelican Parts, LLC		09/29/2017	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Compass Bank
Street Address:	8333 Douglas Avenue, 2nd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4156926	ALZOR
Registration Number:	4156927	ECS TUNING
Registration Number:	4156928	ECS TUNING
Registration Number:	4160311	SCHWABEN
Registration Number:	4163676	ZIZA
Registration Number:	4038086	TURNER MOTORSPORT
Registration Number:	4038061	TURNER MOTORSPORT
Serial Number:	87231628	TURNER
Serial Number:	87613667	TURNER
Registration Number:	4038088	TURNER

CORRESPONDENCE DATA

Fax Number: 6175236850

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-523-2700
Email: susan.dinicola@hklaw.com,ashley.ingraham@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	11/03/2017
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of September 29, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Compass Bank, N.A., as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ECS Tuning, LLC, an Ohio limited liability company, has entered into a Credit Agreement dated as of September 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Credit Extensions by the Lenders under the Credit Agreement, each Grantor has executed and delivered in favor of the Administrative Agent that certain Guarantee and Collateral Agreement dated September 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all 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, the United States Copyright Office and other Governmental Authorities.

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 the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Secured Obligations of such Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[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.

ECS TUNING LIMITED HOLDINGS, LLC

By: 

Name: Joshua Chandler
Title: Authorized Signatory

Address for Notices:
c/o Bertram Capital Management, LLC
800 Concar Drive, Suite 100
San Mateo, CA 94402
Attention: Jeffrey M. Drazan
Facsimile: (650) 358-5001
Email: legal@bcap.com

ECS TUNING, LLC

By: 

Name: Joshua Chandler
Title: Authorized Signatory

Address for Notices:
1000 Seville Road
Wadsworth, OH 44281
Attention: Josh Chandler
Facsimile No. 330-331-2017
Telephone No. 800-924-5172 ext. 399

TURNER MOTORSPORT, LLC

By: 

Name: Joshua Chandler
Title: Authorized Signatory

Address for Notices:
1000 Seville Road
Wadsworth, Ohio 44281
Attention: Josh Chandler
Facsimile: 330.331.2017
Email: jchandler@ecstuning.com

PELICAN PARTS, LLC

By: _____

Name: Joshua Chandler

Title: President

Address for Notices:

1000 Seville Road

Wadsworth, Ohio 44281

Attention: Josh Chandler

Facsimile: 330.331.2017

Email: jchandler@ecstuning.com

ACKNOWLEDGMENT

STATE OF Ohio :
COUNTY OF Medina : SS
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Before me, the undersigned, a Notary Public, on this 28th day of September, 2017, personally appeared Joshua Chandler, to me known personally, who, being by me duly sworn, did say that he is the Authorized Signatory of each of ECS Tuning Limited Holdings, LLC, ECS Tuning, LLC and Turner Motorsport, LLC and the President of Pelican Parts, LLC, each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said Authorized Signatory and President acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires: 8/23/20

(S E A L)

Julie E. Reichard



Julie E. Reichard
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 08/23/2020

Signature Page to Intellectual Property Security Agreement


#53773238

TRADEMARK
REEL: 006196 FRAME: 0295

**SCHEDULE A
PATENTS**

None.

**SCHEDULE B
TRADEMARKS**

<u>Grantor</u>	<u>U.S. Trademarks</u>	<u>Serial No./Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Jurisdiction</u>
ECS Tuning, LLC	ALZOR	85392167 08/08/2011	4156926 06/12/2012	U.S.A.
ECS Tuning, LLC	ECS TUNING	85392174 08/08/2011	4156927 06/12/2012	U.S.A.
ECS Tuning, LLC		85392193 08/08/2011	4156928 06/12/2012	U.S.A.
ECS Tuning, LLC	SCHWABEN	85392204 08/08/2011	4160311 06/19/2012	U.S.A.
ECS Tuning, LLC	ZIZA	85392210 08/08/2011	4163676 06/26/2012	U.S.A.
ECS Tuning, LLC	PARTS FULFILLMENT CENTER	3868170	3868170 02/23/2016	Ohio
ECS Tuning, LLC	TURNER MOTORSPORT	3867505	3867505 02/22/2016	Ohio

<u>Grantor</u>	<u>Mark</u>	<u>Serial No./Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Jurisdiction</u>
Turner Motorsport, LLC	TURNER MOTORSPORT	85258446 03/04/2011	4038086 10/11/2011	U.S.A.
Turner Motorsport, LLC	TURNER MOTORSPORT	85257836 03/04/2011	4038061 10/11/2011	U.S.A.
Turner Motorsport, LLC	TURNER	87231628 11/09/2016	N/A (application pending)	U.S.A.
Turner Motorsport, LLC	TURNER	87613667 09/19/2017	N/A (application pending)	U.S.A.
Turner Motorsport, LLC	TURNER	85258465 03/04/2011	4038088 10/11/2011	U.S.A.

**SCHEDULE C
COPYRIGHTS**

<u>Grantor</u>	<u>U.S. Copyright Title</u>	<u>Filing or Registration Date</u>	<u>Status</u>	<u>App. No. or Registration No.</u>
ECS Tuning, LLC	ECS Tuning 2008-04 A et al.	2008	Registered	VA0001691701
ECS Tuning, LLC	ECS Tuning - Product Photographs - 12.	10/25/2011	Registered	VA0001824914
ECS Tuning, LLC	ECS Tuning Website - Marketing Photographs -1.	6/16/2011	Registered	VA0001785203
ECS Tuning, LLC	ECS Tuning - Product Photographs.	7/16/2008	Registered	VA0001653782
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 3.	9/16/2009	Registered	VA0001687536
ECS Tuning, LLC	ECS Tuning Copyright Photos.	11/02/2009	Registered	VA0001707921
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 5.	2009	Registered	VA0001718146
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 6.	3/15/2010	Registered	VA0001718207
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 7.	4/5/2010	Registered	VA0001729444
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 8.	5/13/2010	Registered	VA0001719821

ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 9.	7/16/2010	Registered	VA0001729618
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 10.	9/20/2010	Registered	VA0001750591
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 11.	5/31/2011	Registered	VA0001777738
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 14.	8/23/2012	Registered	VA0001912866
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 17.	11/29/2013	Registered	VA0001899588
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - (15)	12/19/2012	Filed	App. No. 1-866759691
ECS Tuning, LLC	ECS Tuning Website - Product Photographs - 16	5/15/2013	Filed	App. No. 1-935823501
ECS Tuning	ECS Tuning Website - Product Photographs - (#17)	2013	Granted	VA0002034996

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