

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458399

<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>
RallySport Direct, LLC		11/13/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Agent		
<b>Street Address:</b>	222 South Riverside Plaza, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4836541	LIFE IS TOO SHORT TO STAY STOCK	
<b>Registration Number:</b>	4012939	RALLYSPORTDIRECT	
<b>Registration Number:</b>	4869808	RS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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) 499-6700		
<b>Email:</b>	tapatterson@duanemorris.com		
<b>Correspondent Name:</b>	Brian P. Kerwin		
<b>Address Line 1:</b>	190 South LaSalle Street, Suite 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Brian P. Kerwin		
<b>SIGNATURE:</b>	/Brian P. Kerwin/		
<b>DATE SIGNED:</b>	01/17/2018		
<b>Total Attachments: 9</b>			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) dated as of November 13, 2017, is made by **RALLYSPORT DIRECT, LLC**, a Delaware limited liability company (“**Borrower**”), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation in its capacity as agent for the Lenders (as defined below) (together with its successors and assigns, the “**Agent**”).

**RECITALS**

**WHEREAS**, Borrower, **PREMIER PERFORMANCE, LLC**, a Delaware limited liability company and successor by merger to Premier Performance Acquisition, LLC, a Delaware limited liability company, **NORTHRIDGE 4X4 LLC**, a Delaware limited liability company, **TRUCK PERFORMANCE PROS, LLC**, a Delaware limited liability company, after giving effect to the JB Autosports Acquisition, **JB AUTOMOTIVE, LLC**, a Delaware limited liability company, **PREMIER PERFORMANCE HOLDINGS, LLC**, a Delaware limited liability company, **PREMIER PERFORMANCE INTERCO, LLC**, a Delaware limited liability company, Agent and the lenders party thereto (collectively, the “**Lenders**”) are parties to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Agent and Lenders to make or continue certain loans to Borrower and certain of its Affiliates, and (ii) for the grant by Borrower and certain of its Affiliates to Agent for the benefit of the Lenders of a security interest in substantially all of Borrower’s and certain of its Affiliates’ assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted);

**WHEREAS**, Borrower and Agent are party to that certain Intellectual Property Security Agreement dated as of April 30, 2015 (as amended or modified, the “**Original Security Agreement**”), which was recorded with the United States Patent and Trademark Office on May 1, 2015 on Reel 5508, Frame 0151, and the parties hereto desire to amend and restate such Original Security Agreement; and

**WHEREAS**, this Agreement is being entered into in conjunction with the security interest granted by Borrower under the Loan Agreement to Agent for the benefit of the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement and the other Loan Documents shall govern.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Obligations, Borrower hereby confirms its grant to Agent for the benefit of the Lenders of a continuing security interest in and to any and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon Payment in Full (other than contingent indemnification obligations) and the termination of the Loan Agreement in accordance with its terms, this Agreement shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Agent hereunder.

5. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent.

7. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Agreement or any of Borrower's obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Agreement will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS AGREEMENT,

ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN THE ILLINOIS CHOICE OF LAW AND FORUM ACT).

11. Amendment and Restatement of Original Security Agreement. On the date hereof (the “**Restatement Date**”), the Original Security Agreement shall be modified, amended and restated by this Agreement. The parties hereto acknowledge and agree that: (a) this Agreement and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the “Obligations” (as defined in the Original Security Agreement) under the Original Security Agreement as in effect prior to the Restatement Date; and (b) such “Obligations” are in all respects continuing with only the terms thereof being amended and modified as provided in this Agreement and the Loan Agreement. Without limitation of the foregoing, Borrower hereby fully and unconditionally ratifies and affirms the Original Security Agreement, as amended, and agrees that all security interests and other liens granted to Agent for the benefit of the Lenders in the collateral thereunder shall from and after the date hereof secure all Obligations hereunder in favor of Agent for the benefit of the Lenders. Notwithstanding the amendments effected by this Agreement of the representations, warranties and covenants of Borrower contained in the Original Security Agreement, Borrower acknowledges and agrees that any choses in action or other rights created in favor of Agent and its successors and assigns arising out of the representations and warranties of Borrower contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the Original Security Agreement, shall survive the execution and delivery of this Agreement in favor of Agent.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the undersigned Borrower has duly executed this Amended and Restated Intellectual Property Security Agreement in favor of Agent for the benefit of the Lenders, as of the date first written above.

**RALLYSPORT DIRECT, LLC**

By: 

Name: Victor Pompino

Title: Chief Financial Officer

Signature Page to Amended and Restated Intellectual Property Security Agreement (RallySport)

**TRADEMARK**  
**REEL: 006251 FRAME: 0412**

Agreed and Accepted:

**FIFTH THIRD BANK**, as Agent

By:   
Name: Margaret Sigler  
Title: Managing Director

Signature Page to Amended and Restated Intellectual Property Security Agreement (RallySport)




EXHIBIT A

PATENTS

None.

EXHIBIT B  
TRADEMARKS

Trademarks owned by RallySport Direct, LLC:

<b>Trademark</b>	<b>Registration No.</b>	<b>Reg. Date</b>	<b>Application No.</b>	<b>Filing Date</b>
LIFE IS TOO SHORT TO STAY STOCK	4,836,541	10/20/2015	86-570284	3/19/2015
RALLYSPORTDIRECT	4,012,939	8/16/2011	77-790559	7/27/2009
	4,869,808	12/15/2015	86-570413	3/19/2015

Trademark applications by RallySport Direct, LLC:

None.

EXHIBIT C  
COPYRIGHTS

None.