

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM485539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Motorsport Aftermarket Group, Inc.		08/08/2018	Corporation: DELAWARE
DFR Acquisition Corporation		08/08/2018	Corporation: DELAWARE
Kuryakyn Holdings, LLC		08/08/2018	Limited Liability Company: DELAWARE
Tucker-Rocky Corporation, Inc.		08/08/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	2450 Colorado Ave, Ste 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	87430649	A
Serial Number:	87486222	ANSWER RACING
Serial Number:	86570044	EVO
Serial Number:	86810294	KURYAKYN K
Serial Number:	87467613	PRECISION
Serial Number:	76718939	HELL 'N BACK

CORRESPONDENCE DATA

Fax Number: 3128637867

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.

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

TRADEMARK

Address Line 4: Chicago, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	1989.584
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/09/2018
Total Attachments: 5 source=Motorsport_-_First_Amendment_to_Trademark_Securit #page1.tif source=Motorsport_-_First_Amendment_to_Trademark_Securit #page2.tif source=Motorsport_-_First_Amendment_to_Trademark_Securit #page3.tif source=Motorsport_-_First_Amendment_to_Trademark_Securit #page4.tif source=Motorsport_-_First_Amendment_to_Trademark_Securit #page5.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of August 8, 2018 (this "Amendment") is by and between **MOTORSPORT AFTERMARKET GROUP, INC.**, a Delaware corporation, **DFR ACQUISITION CORPORATION**, a Delaware corporation, **KURYAKYN HOLDINGS, LLC**, a Delaware limited liability company, and **TUCKER-ROCKY CORPORATION, INC.**, a Delaware corporation (together, the "Grantors") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, Grantors and Administrative Agent are parties to that certain Trademark Security Agreement, dated as of March 30, 2018 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, Grantors, **MOTORCYCLE SUPERSTORE, INC.**, a Oregon corporation, **RENTHAL AMERICA, INC.**, a California corporation, **ED TUCKER DISTRIBUTOR, INC.**, a Texas corporation, **RALCO HOLDINGS, INC.**, a Delaware corporation and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent for the Secured Parties entered into that certain Credit Agreement dated as of the dated as of March 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantors and Administrative Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended by supplementing Schedule I to the Trademark Security Agreement to include the information set forth on Schedule I attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Amendment by telecopier or electronic (.pdf) copy of an executed counterpart shall be as effective as delivery of an original executed counterpart of this Amendment.

(c) Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF,
BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS
LAW.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTORS:

MOTORSPORT AFTERMARKET GROUP, INC.,
a Delaware corporation

By 
Name: Antonio Vacchiano
Title: Chief Financial Officer and Secretary

DFR ACQUISITION CORPORATION, a Delaware corporation

By 
Name: Antonio Vacchiano
Title: Chief Financial Officer and Secretary

KURYAKYN HOLDINGS, LLC, a Delaware corporation

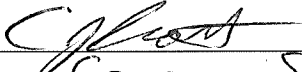
By 
Name: Antonio Vacchiano
Title: Chief Financial Officer and Secretary

TUCKER-ROCKY CORPORATION, INC., a Delaware corporation

By 
Name: Antonio Vacchiano
Title: President

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By 
Name Cameron Scott
Title Authorized Signatory

SCHEDULE I**SCHEDULE I****TRADEMARK APPLICATIONS/REGISTRATION**

Trademark	Serial/Reg. No.	Filing/Reg. date	Owner
A STYLIZED AND DESIGN*	87430649	4/28/17	Motorsport Aftermarket Group, Inc.
ANSWER RACING STYLIZED AND DESIGN*	87486222	6/13/17	Motorsport Aftermarket Group, Inc.
EVO*	86570044	3/19/15	DFR Acquisition Corporation
KURYAKYN K*	86810294	11/5/15	Kuryakyn Holdings, LLC
PRECISION*	87467613	5/30/17	Kuryakyn Holdings, LLC
HELL 'N BACK*	76718939	2/2/16	Tucker-Rocky Corporation, Inc.

Trademarks having an are "intent to use" trademark applications filed pursuant to Section 1(b) of the Lanham Act as referenced in Section 2 of the Trademark Security Agreement.