

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roush Holdings, LLC		04/04/2012	Limited Liability Company: MICHIGAN
Roush Enterprises, Inc.		04/04/2012	Corporation: MICHIGAN
Roush Life Sciences, LLC		04/04/2012	Limited Liability Company: DELAWARE
Roush Industries, Inc.		04/04/2012	Corporation: MICHIGAN
Roush Management, L.L.C.		04/04/2012	Limited Liability Company: MICHIGAN
Roush Manufacturing, Inc.		04/04/2012	Corporation: MICHIGAN
Roush Performance Products, Inc.		04/04/2012	Corporation: MICHIGAN
Roush Cleantech, LLC		04/04/2012	Limited Liability Company: MICHIGAN
Roush Merchandising, LLC		04/04/2012	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	300 Fifth Avenue		
Internal Address:	The Tower at PNC Plaza		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	77737027	ROUSH RACING	
Registration Number:	4693412	R ROUSH	
Registration Number:	4970315	R	
Registration Number:	4875020	SLP	
Registration Number:	4918170	MUSCLE CAR CENTRAL	
Registration Number:	4875019	SLP	

CH \$340.00 77737027

Property Type	Number	Word Mark
Registration Number:	5093017	INGENUITY ON DEMAND
Registration Number:	4967705	STREET LEGAL PERFORMANCE
Registration Number:	5439950	
Registration Number:	5439949	
Registration Number:	5409950	ROUSH
Registration Number:	4970314	ROUSH
Registration Number:	4970272	ROUSH

CORRESPONDENCE DATA

Fax Number: 4125621041
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: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-302076
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	09/05/2018

Total Attachments: 17
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), dated as of April 4, 2012 is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "**Pledgor**" and collectively, the "**Pledgors**") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among Roush Holdings, LLC (the "**Borrower**"), the Loan Parties a party thereto (the "**Loan Parties**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Michigan as amended from time to time (the "**Code**").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "**Secured Obligations**" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product under the Credit

Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any Obligation.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights; provided, however, that Roush Enterprises, Inc. is not granting the Administrative Agent or the Lenders a security interest in any name, trademark or service mark, or application for any of the foregoing, which is not used exclusively in the businesses of the Loan Parties.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) except to the extent not material to its business, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge and except to the extent not material to its business, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except to the extent not material to its business, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) except to the extent not material to its business and pursuant to existing license agreements entered into by such Pledgor, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) except to the extent not material to its business, such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of

them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until Payment in Full of all of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before Payment in Full of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment in Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the

Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Administrative Agent or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. Upon Payment in Full of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Except to the extent not material to its business, each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment in Full of the Secured

Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except to the extent not material to its business, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall in accordance with Section 10, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 25 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Michigan, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of Michigan.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Michigan state or federal court sitting in Oakland County, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Michigan state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

ROUSH HOLDINGS, LLC

ROUSH ENTERPRISES, INC.

ROUSH LIFE SCIENCES, LLC

ROUSH INDUSTRIES, INC.

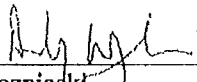
ROUSH MANAGEMENT, L.L.C.

ROUSH MANUFACTURING, INC.

ROUSH PERFORMANCE PRODUCTS, INC.

ROUSH CLEANTECH, LLC

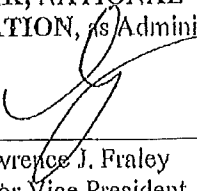
ROUSH MERCHANDISING, LLC

By: 
Name: Andy Wozniacki
Title: Chief Financial Officer and Treasurer of each
of the entities listed above

[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Lawrence J. Fraley
Title: Senior Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**








1. Registered Patents: See attached.
2. Trademarks: See attached.
3. Trade Names: See attached.
4. Copyrights: None.


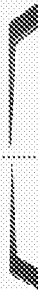

- U.S. TRADEMARKS -

UNITED STATES OF AMERICA

ROUSH ENTERPRISES, INC.

U.S. TRADEMARK APPLICATIONS/REGISTERED MARKS

Serial Number	Registration Number	Mark
1	85117566	ROUSH ROAD CREW™
2	77516741	3864981 ROUSH®
3	77737027	
4	77346021	3895839 P-51®
5	77473931	3864934 ROUSH®
6	78746626	3532508 JACK ROUSH PERFORMANCE ENGINEERING®
7	78976608	3182017 
8	78749327	3291950 E I C H T ®
9	78749293	3263595 E I C H T ®
10	77502902	3706342 
11	77399352	3772259 429R®
12	77399342	3649413 428R®
13	77399320	3649412 427R®
14	77346043	3720554 P-51A®
15	77123250	3421542 ROUSHCHARGER®
16	77108149	3724142 ROUSH®
17	75270366	2427753 ROUSH®
18	86-012,564	4,488,189 DISTRACTOR FACE
19	86-213,086	4,693,412 
20	86,213,218	4,970,315 
21		2,560,270 BLACKWING
22		2,560,269 
23		2,933,213 FLOWPAC®
24		2,935,058 LOUDMOUTH®
25		3,055,321 POWERFLO®
26		4,875,020 / 2,361,001 SLP®
27		4,918,170 MUSCLE CAR CENTRAL®
28		3,886,024 SLP MUSCLE CAR CENTRAL®
29		3,088,376 SLP PERFORMANCE PAC®
30		4,875,019 SLP (stylized)
31		3,146,303 ZL
32	86,013,475	4,599,882 ROUSH SPEED SHOP
33		4,151,807 ROUSH ROAD CREW
34	86/707023	5,093,017 INGENUITY ON DEMAND®
35		3,720,554 P-51A®
36		4,576,089 
37		86/539,899 SMARTMOUTH®
38		4,967,705 STREET LEGAL PERFORMANCE™




39		5,439,950	
40		5,439,949	
41		5,409,950	
42		87/572,982	BLUEPRINT FOR GROWTH
43	86613839	4970314	ROUSH®
44	86598388	4970272	ROUSH®

- FOREIGN TRADEMARKS -















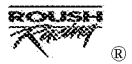
FOREIGN

ROUSH ENTERPRISES, INC.

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

	Country	Serial Number	Registration Number	Mark
1	Brazil	829092897	829092897	ROUSH®
2	Canada	1402693	TMA774700	ROUSH®
3	Canada	1402692	TMA774339	ROUSH®
4	Canada	1336000	TMA740605	ROUSH®
5	Canada	1449469	Allowed	
6	Canada	1338661	TMA742484	ROUSHCHARGER®
7	Canada	1494005		ROUSH ROAD CREW™
8	Canada	1301020	TMA696281	EIGHT® 
9	Canada	1301019	TMA742609	EIGHT® 
10	China		4707184	锐石® (Roush)
11	China		4707186	锐石® (Roush)
12	China		4707185	锐石® (Roush)
13	China		4707183	锐石® (Roush)
14	China		4707182	锐石® (Roush)
15	China		4083941	ROUSH®
16	China		4083942	ROUSH®
17	China		4083943	ROUSH®
18	China		4288563	ROUSH®
19	China		4083940	ROUSH®
20	China		4083944	ROUSH®
21	European Union		006327076	ROUSH®
22	Kuwait	99757	86907	ROUSH®

Color Code: **Black** = Registered trademark or patent
Red = Pending trademark or patent application
■ = Abandoned or expired trademark or patent application/registered trademark or patent

23	Mexico	85440	1063602	ROUSH®
24	Mexico	948766	1124468	ROUSH®
25	Mexico	854401	1024483	ROUSHCHARGER®
26	Oman		54729	ROUSH®
27	Saudi Arabia	137648	1124/22	ROUSH®
28	South Africa	2016/34366	2016/34367	ROUSH®
29	South Korea	2015-4249	45-0064356	ROUSH®
30	South Korea	2015-4250	45-0064357	ROUSH® (in Korean Characters)
31	United Arab Emirates		131341	ROUSH®
32	Qatar		55263	ROUSH®
33	Canada	1513893	TMA839,773	RS1™
34	Canada	1513894	TMA839,772	RS2™
35	Canada	1513895	TMA839,771	RS3™
36	United Arab Emirates		232491	SLP®
37	United Arab Emirates		232492	SLP (stylized)
38	CHINA		1255275	
39	AUSTRALIA		1255275	
40	SAUDI ARABIA		1435019537	
41	KUWAIT		122846	
42	QATAR		91317	
43	OMAN		86511	
44	BAHRAIN		103995	
45	United Arab Emirates		208320	
46	CANADA		1,726,115	
47	European Union		1255275 and 1284220	
48	Kuwait		122846	
49	Philippines		1255275	
50	South Africa		2015/11265 and 2015/11266	
51	South Korea		1284220	
52	CANADA		TMA802,3.73	
53	CANADA	Applied For		INGENUITY ON DEMAND®
54	MEXICO	Applied For		INGENUITY ON DEMAND®

- PATENTS -

ROUSH ENTERPRISES, INC.
U.S PATENT APPLICATIONS/PATENT REGISTRATIONS

	Serial Number	Registration Number	Title
1	U.S. 29/227,712	U.S. D533,623S	Inline Fuel Filter Housing (DT 1225-002) Expiration Date: December 12, 2020
2	U.S. 61/299,381		Fueling System and Method for Internal Combustion Engines (DT 1225-045) Provisional converted to formal Patent Application, which was filed on 1/31/2011. Regular Utility Patent Application is pending before the U.S. Patent & Trademark Office
3		U.S. D415,081	Grille Design
4		U.S. D418,592	Blackwing Air Cleaner Design
5		U.S. D586,273	Fender Vent Design
6		U.S. D718,043	Supercharger Housing
7		U.S. 6,340,375	Blackwing Air Cleaner
8		U.S. 6,059,851	Blackwing Air Cleaner Method & Use
9		U.S. 14/797,791	Exhaust Control System <i>Nonprovisional-Utility; App No. 14/797,791 Filed Jul 13, 2015; Notice of Patent Decision from Pre-Appeal Brief Review issued July 20, 2018 APPEAL/NCE due August 20, 2018 Foreign Counterparts: Australia - App No. 2015339249 filed Oct 29, 2015; Request for Exam filed on August 16, 2017 Canada - App No. 2,956,364 filed Oct 29, 2015; Request for Exam (HO) due on October 25, 2020 China - App No. 201580064145.0 filed Oct 29, 2015; Request for Exam filed August 4, 2017; Voluntary Amendment filed November 22, 2017 Europe - App No. 15795075.9 filed Oct 29, 2015; 161/162 Amendment due (no extension) on December 12, 2017; Response Due September 17, 2018</i>
10		U.S. 15/340,476	Muffler with selected exhaust pathways <i>Nonprovisional-Utility; App No. 15/340,476 Filed Nov 3, 2015; Notice of Allowance mailed on May 25, 2018 Issue Fee Payment due August 25, 2018</i>
11		U.S. 15/583,250	Method and apparatus for accessing data traffic in a controller area network <i>Nonprovisional-Utility; App No. 15/583,250, Filed May 1, 2017; Preliminary Amendment filed January 5, 2018; PCT -- PCT/US2017/030395 filed May 1, 2017; National Phase -- 30 months due on November 3, 2018</i>

ROUSH INDUSTRIES, INC.

U.S. PATENT APPLICATIONS/PATENT REGISTRATIONS

	Country	Serial Number	Registration Number	Title
1	U.S.	29/122,731	U.S. D448,711	Vehicle Wheel

ORIGINALLY FILED AS ROUSH ANATROL, INC.

(ROUSH ANATROL NOW MERGED INTO ROUSH INDUSTRIES, INC.)

U.S. AND FOREIGN PATENT APPLICATIONS/ PATENT REGISTRATIONS

	Country	Serial Number	Registration Number	Title
1	US	08/551,990 (11/02/95)	5,655,980 (08/12/97)	Vibration Damping Device For Sporting Implements
2	US	08/551,989 (11/02/95)	5,655,975 (08/12/97)	Golf Club Having Vibration Damping Device And Method For Making Same
3	US	08/580,297 (12/28/95)	5,935,027 (08/10/99)	Multi-Mode Vibration Absorbing Device For Implements
4	US	08/762,204 (12/09/96)	6,033,324 (03/07/00)	Vibration Damping Device For Stringed Racquets

5	US	09/078,170 (05/13/98)	6,203,454 (03/20/01)	Multi-Mode Vibration Absorbing Device For Implements
6	EPO Covers Spain, UK, France, and Germany	96303541.5 (05/17/96)	0747098 (09/06/00)	Golf Club Having Vibration Damping Device And Method For Making Same

- LICENSES -

ROUSH INDUSTRIES, INC.

	Licensor	Coverage	Duration	Comments
1	Note: Roush has requested termination of this license agreement, and we are waiting for a response back from DuPont. E. I. du Pont de Nemours Company 1007 Market Street, Wilmington, DE 19898	"Patent and Know-How License Agreement"	From 3/24/2010- 3/23/2025	Pertains to U.S. Patent Application No. 2009/0194364 A1. Claims 1-5 of referenced Patent App. rejected by USPTO. DuPont now only pursuing Claim 6 of Patent Application that concerns the process used to manufacture a composite muffler

- COPYRIGHTS -

ROUSH ENTERPRISES, INC.

	Docket No.	Copyright Title	Copyright No.	Filed	Status
1	138.0068	Roush QR Code Vehicle Camouflage Pattern	VAu001245437	03/02/2016	Registered, Registration Sent to Roush 7/29/2016
2	138.0069	Roush Shards Vehicle Camouflage Pattern	VAu001245520	03/02/2016	Registered, Registration Sent to Roush 7/29/2016
3	138.007	Roush Zebra Print Camouflage Pattern	VAu001245609	03/02/2016	Registered, Registration Sent to Roush 7/29/2016
4	138.0071	Roush ID Print Vehicle Camouflage Pattern	VAu001246015	03/15/2016	Registered, Registration Sent to Roush 7/29/2016
5	138.0075	Roush Shattered Squares Vehicle Pattern	VAu001253505	05/21/82016	Registered, Registration Sent to Roush 10/14/2016
6	138.0077	Roush Frisby Vehicle Camouflage Pattern	VAu001307998	07/23/2017	Registered, Registration Sent to Roush 5/15/2018
7	138.0078US	Roush Triangle Vehicle Camouflage Pattern	VAu001307997	07/23/2017	Registered, Registration Sent to Roush 5/15/2018