

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493365

<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>
Faster Faster, Inc.		09/14/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRP US Inc.		
<b>Street Address:</b>	10101 Science Drive		
<b>City:</b>	Sturtevant		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53177		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5100897	REDSHIFT	
<b>Registration Number:</b>	5082683	ALTA MOTORS	
<b>Registration Number:</b>	5093551	ALTA	
<b>Serial Number:</b>	86388851	ALTA MOTORCYCLES	
<b>Serial Number:</b>	86366885	ALTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	214-978-3000		
<b>Email:</b>	dallastrademarks@bakermckenzie.com		
<b>Correspondent Name:</b>	Mery Y. Pimentel		
<b>Address Line 1:</b>	1900 North Pearl Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	10022598- 50507710		
<b>NAME OF SUBMITTER:</b>	Mery Y. Pimentel		
<b>SIGNATURE:</b>	/Mery Y. Pimentel/		
<b>DATE SIGNED:</b>	10/10/2018		

CH \$140.00 5100897

**Total Attachments: 15**

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THE SECURITY INTEREST GRANTED PURSUANT TO THIS AGREEMENT IS EXPRESSLY SUBORDINATED TO THE LIENS AND SECURITY INTERESTS HELD BY THE SENIOR LENDER (AS DEFINED HEREIN) PURSUANT TO A SUBORDINATION AGREEMENT BY AND BETWEEN THE SECURED PARTY (AS DEFINED HEREIN) AND THE SENIOR LENDER (AS DEFINED HEREIN).

## SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made as of September 14, 2018 by and between Faster Faster, Inc., a California corporation (the "Grantor"), and BRP US Inc., a Delaware corporation (the "Secured Party").

## INTRODUCTION

Contemporaneously herewith, the Grantor is issuing a promissory note dated the date hereof in an aggregate original principal amount of \$2,500,000 to the Secured Party (the "Notes"), under and pursuant to a Secured Subordinated Promissory Note Purchase Agreement dated as of the date hereof (as amended from time to time, the "Note Purchase Agreement") by and between the Grantor and the Secured Party. In connection therewith and as an express condition thereto, the Secured Party wishes to take, and the Grantor wishes to grant to the Secured Party, a security interest in the Collateral (as defined below) in order to secure the payment to the Secured Party of all amounts owing from time to time by the Grantor to the Secured Party under and in accordance with the Note.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

I. Definitions. Capitalized terms used but not otherwise defined herein shall have the definitions given to such terms in the Note Purchase Agreement and if not therein defined, in the Note. Unless otherwise defined herein or in the Note Purchase Agreement or Notes or the context otherwise requires, terms for which meanings are provided in the UCC (as defined below) are used in this Agreement with such meanings. In addition, as used herein:

"Account" means any "account," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, Documents or Instruments) now owned or hereafter received or acquired by or belonging or owing to the Grantor (including, without limitation, under any trade name, style or division thereof) whether arising out of goods sold or services rendered by the Grantor or from any other transaction, whether or not the same involves the sale of goods or services by the Grantor (including, without limitation, any such obligation that may be characterized as an account or contract right under the UCC) and all of the Grantor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, and all of the Grantor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid seller's rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), and all monies due or to become due to the Grantor under all purchase orders and contracts for the sale of goods or the performance of services or both by the Grantor or in connection with any other transaction (whether or not yet earned by performance on the part of the Grantor), now in existence or hereafter occurring, including, without limitation, the right to receive the proceeds of said purchase orders

and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended.

"Chattel Paper" means any "chattel paper," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Collateral" means all of the Grantor's right, title and interest in and to the following property, whether now owned or hereafter acquired and wherever located: (a) all Receivables; (b) all Equipment; (c) all Fixtures; (d) all General Intangibles; (e) all Inventory; (f) all Investment Property; (g) all Deposit Accounts; (h) all Shares; (i) all other Goods and personal property of the Grantor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, the Grantor and wherever located; (j) all Records; and (k) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing. Notwithstanding the foregoing the term "Collateral" shall not include (i) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (ii) any contract, instrument or chattel paper in which the Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of the Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (A) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (B) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and the Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect, and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Secured Party's unconditional continuing security interest in and to all rights, title and interests of the Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

"Copyright License" means any written agreement granting any right to use any Copyright or Copyright registration now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Copyrights" means all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (b) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) all continuations, renewals or extensions thereof; and (d) any registrations to be issued under any pending applications.

"Deposit Accounts" means any "deposit accounts," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Documents" means any "documents," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Equipment" means any "equipment," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Event of Default" means (i) any breach of or failure to comply with or failure to satisfy any agreement, term, or covenant contained in any Transaction Agreement, or (ii) the failure of any representation and warranty of the Company to be true in all respects when made or deemed to be made.

"Fixtures" means any "fixtures," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"General Intangibles" means any "general intangibles," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all right, title and interest that the Grantor may now or hereafter have in or under any contract, all customer lists, Copyrights, Trademarks, Patents, websites, domain names, and all applications therefor and reissues, extensions, or renewals thereof, other items of, and rights to, Intellectual Property, interests in partnerships, joint ventures and other business associations, Licenses, permits, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License), claims in or under insurance policies, including unearned premiums, uncertificated securities, money, cash or cash equivalents, deposit, checking and other bank accounts, rights to sue for past, present and future infringement of Copyrights, Trademarks and Patents, rights to receive tax refunds and other payments and rights of indemnification.

"Goods" means any "goods," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Intellectual Property" means all of the Grantor's Copyrights, Trademarks, Patents, Licenses, trade secrets, source codes, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, skill, expertise, experience, processes, models, drawings, materials, records and goodwill associated with the foregoing.

"Instruments" means any "instrument," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Inventory" means any "inventory," as such term is defined in the UCC, wherever located, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest, and, in any event, shall include, without limitation, all inventory, goods and other personal property that are held by or on behalf of the Grantor for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or

consumed or to be used or consumed in the Grantor's business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive possession of the Grantor or is held by others for the Grantor's account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all such property that may be in the possession or custody of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other Persons.

"Investment Property" means any "investment property," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Junior Indebtedness" means all obligations arising pursuant to that certain Secured Subordinated Promissory Note Purchase Agreement, dated as of July 27, 2018, among Debtor and the purchasers set forth therein and the Secured Subordinated Notes issued pursuant thereto, or any other obligations arising under any other document, agreement or instrument in relation thereto.

"Junior Note Holders" means the holders of Secured Subordinated Notes issues pursuant to that certain Secured Subordinated Promissory Note Purchase Agreement, dated as of July 27, 2018, among Debtor and the purchasers set forth therein.

"Letter of Credit Rights" means any "letter of credit rights," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest, including any right to payment under any letter of credit.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest and any renewals or extensions thereof.

"Notes" has the meaning set forth in the recitals hereto.

"Note Purchase Agreement" has the meaning set forth in the recitals hereto.

"Patent License" means any written agreement granting any right with respect to any invention on which a Patent is in existence now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Patents" means all of the following property now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest: (a) all letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

"Proceeds" means "proceeds," as such term is defined in the UCC and, in any event, shall include, without limitation, (a) any and all Accounts, Chattel Paper, Instruments, cash or other forms of money or currency or other proceeds payable to the Grantor from time to time in respect of the Collateral, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the Collateral, (c) any and all payments (in any form whatsoever) made or due and payable to the Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (d) any claim of the Grantor against third parties (i) for past, present or future infringement of any Copyright, Patent or Patent License or (ii) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means all of the Grantor's Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, and letters of credit and Letter of Credit Rights.

"Records" means all the Grantor's computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning the Grantor's business.

"Secured Obligations" means the principal of, and interest on, the Note and all other amounts from time to time owing to the Secured Party by the Grantor under the Note and the Note Purchase Agreement or any other Transaction Agreement.

"Senior Lender" means Venture Lending & Leasing VII, Inc., a Delaware limited liability company, and its successors and permitted assigns.

"Senior Indebtedness" has the meaning set forth in Section 12(b) hereof.

"Shares" means: (a) one hundred percent (100%) of the issued and outstanding capital stock, membership units or other securities owned or held of record by the Grantor in any Subsidiary that is not a controlled foreign corporation (as defined in the Internal Revenue Code), and (b) 65% of the issued and outstanding capital stock, membership units or other securities entitled to vote owned or held of record by the Grantor in any Subsidiary that is a controlled foreign corporation (as defined in the Internal Revenue Code).

"Subordination Agreements" has the meaning set forth in Section 12(a) hereof.

"Subsidiary" means any Person a majority of the equity ownership or voting stock of which is directly or indirectly now owned or hereafter acquired by the Grantor or by one or more other Subsidiaries.

"Supporting Obligations" means any "supporting obligations," as such term is defined in the UCC, now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Trademark License" means any written agreement granting any right to use any Trademark or Trademark registration now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Trademarks" means all of the following property now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest: (a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of California and each reference in this Agreement to an Article thereof shall refer to that Article as from time to time in effect; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Party' security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

2. Grant of Security. The Grantor hereby grants to the Secured Party a continuing security interest in and to all of the Grantor's right, title and interest in, to and under all of its Collateral.

3. Security for Obligations. This Agreement and the Collateral in which the Secured Party are granted a security interest hereunder secure the prompt payment in full when due of the Secured Obligations.

4. Grantor Remains Liable. Notwithstanding anything to the contrary herein: (a) the Grantor shall remain liable under any agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by any Secured Party of any of its rights hereunder shall not release the Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral; and (c) no Secured Party shall have any obligation or liability under any contracts, licenses, and agreements included in the Collateral by reason of this Agreement, nor shall any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5. Representations and Warranties. The Grantor represents and warrants as follows:

(a) Ownership of Collateral. Except (i) for liens clearly and fully described in Exhibit A hereto and any replacements or extensions thereof for obligations not in excess of that secured by such liens on Exhibit A, (ii) as expressly permitted by this Agreement and (iii) for the security interests created by this Agreement and (if any) created in favor of the Senior Lender, the Grantor owns the Collateral free and clear of any lien. Except (i) for financing statements that may have been filed prior to the Grantor's ownership of the Collateral, (ii) financing statements in respect of liens described in Exhibit A hereto, (iii) as expressly permitted by this Agreement and (iv) financing statements filed in favor of the Secured Party relating to this Agreement and (if any) in favor of the holders of Senior Indebtedness, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office.

(b) Type and Jurisdiction of Organization. The Grantor is a corporation duly formed and in good standing under the laws of California.



(c) Taxpayer Identification Number. The Grantor's federal taxpayer identification number is 27-4083952.

(d) Location of Collateral. The Grantor's tangible Collateral is located at 185 Valley Drive, Brisbane, CA 94005 and 240 Valley Drive, Brisbane, CA 94005.

6. General Covenants of Grantor. Except to the extent contemplated by the Purchase Agreement or (if applicable) the Subordination Agreements, the Grantor shall:

(a) not sell, lease, transfer, or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Secured Party except in the ordinary course of business;

(b) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(c) give the Secured Party at least 30 days' prior written notice of (i) any change in the Grantor's name or (ii) any merger, consolidation, reincorporation, reorganization, conversion or other action that results in a change of the jurisdiction of organization of the Grantor or otherwise affects the perfection and/ or priority of the security interest granted hereunder;

(d) not remove any of the tangible Collateral from the location specified in Section 5(d) above without the prior consent of the Secured Party, other than in the ordinary course of business; and

(e) pay, as and when due, and payable all taxes, levies, license fees, assessments, and other impositions levied on the Collateral or any part hereof or for its use and operation (other than any amounts disputed in good faith from time to time).

7. Maintenance of Collateral. The Grantor shall maintain the Collateral in good condition and repair and shall make all necessary repairs, replacements, additions, and improvements thereto. The Grantor will hold and preserve its records concerning its all of its accounts and, without limiting the generality of the foregoing, for not less than 3 years (or, if earlier, until termination of this Agreement pursuant to Section 17 hereof) from the date on which each of Grantor's accounts arose, the Grantor shall maintain complete records of such account and all documentation relating thereto.

8. Further Assurances. The Grantor agrees that from time to time the Grantor will, at its expense, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Noteholder may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Noteholder to exercise and enforce their rights and remedies hereunder with respect to any Collateral.

9. Authorization to File Financing Statements. The Noteholder may at any time and from time to time file financing statements, continuation statements (including "in lieu" continuation statements) and amendments thereto that describe the Collateral and which contain any other information required by the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor. Grantor agrees to furnish any such information to the Secured Party (and any of them) promptly upon request. Any such financing statements, continuation statements or amendments may be signed by the Noteholder on behalf of Grantor and may be filed at any time in any appropriate jurisdiction. Grantor authorizes the Noteholder to file any

financing statement that describes the Collateral as "all assets" or "all personal property" of Grantor, or words to similar effect, and ratifies any action taken by the Noteholder before the Closing Date to effect or perfect its lien on any Collateral.

10. The Noteholder Appointed Attorney-in-Fact. The Grantor hereby constitutes and appoints the Noteholder its true and lawful attorney, irrevocably, with full power after the failure of the Grantor to satisfy the Secured Obligations in full, giving effect to all applicable cure periods and rights of set-off (in the name of the Grantor or otherwise) to act, require, demand, receive, compound, and give acquittance for any and all monies and claims for monies due or to become due to the Grantor under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Secured Party may deem to be necessary or advisable in the premises, all in accordance with (if applicable) the Subordination Agreements and the Note, which appointment as attorney is coupled with an interest.

11. The Noteholder May Perform. If the Grantor fails to perform any material agreement contained herein, the Noteholder may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by Grantors under Section 16(b) hereof.

12. Subordination to Senior Indebtedness.

(a) The Secured Party expressly agrees that the security interest granted pursuant to this Agreement is expressly subordinated to the liens and security interests held by the holders of Senior Indebtedness and agrees to execute promptly upon request of the Grantor one or more subordination agreements (the "Subordination Agreements") in form and substance reasonably satisfactory to the Senior Lender.

(b) As used herein, "Senior Indebtedness" means any and all indebtedness of the Grantor or its subsidiaries for borrowed money payable at any time (or from time to time) to the Senior Lender which, as of the date hereof, consists of approximately \$361,990.42 in the form of a term loan, whether now existing or hereafter arising, together with all accrued and unpaid interest thereon (including such interest as may accrue after the initiation of bankruptcy proceedings), all reimbursement amounts, all premiums, fees, expenses and other amounts owing by the Grantor to the Senior Lender in respect of such principal.

(c) The Grantor hereby (i) agrees and represents that the right of payment and the security interest granted pursuant to this Agreement is expressly senior to the right of payment and liens and security interest granted to the Junior Note Holders, (ii) covenants to take all such action that is necessary or desirable to enforce or support such seniority as set forth in the Subordination Agreement.

13. Standard of Care. The powers conferred on the Secured Party hereunder are solely to protect their interests in the Collateral and shall not impose any duty upon any Secured Party to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, no Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

14. Remedies.

(a) The Secured Party shall have all of the rights and remedies of a secured party under the UCC and, with the prior written consent of the Majority Noteholders, shall have full power and

authority to sell or otherwise dispose of the Collateral or any part thereof. Any such sale or other disposition, subject to the provisions of applicable law, may be by public or private proceedings and may be made by one or more contracts, as a unit or in parcels, at such time and place, by such method, in such manner and on such terms as the Noteholder may determine. Except as required by law, such sale or other disposition may be made without advertisement or notice of any kind or to any person. Where reasonable notification of the time or place of such sale or other disposition is required by law, such requirement shall have been met if such notice is delivered as provided in the Agreement, at least ten days before the time of such sale or other disposition. Upon notice from the Noteholder, the Grantor shall assemble the Collateral at a time and place specified by the Noteholder. To the extent permitted by law, the Secured Party or any other holder of the Secured Obligations may buy any or all of the Collateral upon any sale thereof. To the extent permitted by law, upon any such sale or sales, the Collateral so purchased shall be held by the purchaser absolutely free from any claims or rights of whatsoever kind or nature, including any equity of redemption or any similar rights, all such equity of redemption and any similar rights being hereby expressly waived and released by the Grantor. In the event any consent, approval or authorization of any governmental agency shall be necessary to effectuate any such sale or sales, the Grantor shall execute, as necessary, all applications or other instruments as may be required.

(b) The Noteholder may commence proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver-manager) of the Collateral or of any part thereof. The Noteholder may, if permitted without the commencement of a proceeding, appoint any person to be a receiver of the Collateral or any part thereof and may remove any receiver so appointed and appoint another in his stead. Any such receiver appointed by the Noteholder, or a court at the request of the Noteholder, shall have power (i) to take possession of the Collateral or any part thereof; (ii) to carry on the business of the Grantor; (iii) to borrow money on the security of the Collateral for the maintenance, preservation or protection of the Collateral or any part thereof or for the carrying on of the business of the Grantor; and (iv) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine; provided that the Secured Party shall not be in any way responsible for any misconduct or negligence of any such receiver.

15. Application of Proceeds.

(a) All proceeds received by any Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as follows:

(i) *First*, in accordance with the Subordination Agreements (if any);

(ii) *Second*, to the payment of any and all expenses and fees (including reasonable and documented attorneys' fees) incurred by the Secured Party in obtaining, taking possession of, removing, insuring, repairing, storing and disposing of Collateral and any and all reasonable costs and expenses incurred by the Secured Party in connection therewith;

(iii) *Third*, to the payment of that portion of Secured Obligations consisting of accrued and unpaid interest then due and payable;

(iv) *Fourth*, to the payment of that portion of Secured Obligations consisting of unpaid principal then due and payable; and

(v) *Fifth*, to the payment of any remaining Secured Obligations then due and payable.

(b) If no Secured Obligation is outstanding, and (if applicable) to the extent permitted under the Subordination Agreements, any surplus then remaining shall be paid to the Grantor, subject, however, to the rights of the holders of Senior Indebtedness and of any holder of any then existing lien of which a Secured Party has actual notice (without investigation).

(c) The Grantor shall be liable for any deficiency in payment of the Secured Obligations, including all reasonable costs and expenses of collection, custody, sale or other disposition or delivery and all other charges due against the Collateral, as provided hereunder.

16. Indemnity and Expenses.

(a) The Grantor agrees to indemnify each Secured Party from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement or any other Transaction Agreement, and the transactions contemplated hereby and thereby (including without limitation enforcement of this Agreement or any other Transaction Agreement), except to the extent such claims, losses or liabilities result solely from such Secured Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) The Grantor agrees to pay to the Secured Party upon demand all reasonable and documented costs and expenses, including the reasonable fees and expenses of one counsel for all Secured Party, incurred by the Secured Party in connection with (i) the administration of this Agreement and each other Transaction Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Party under this Agreement or any other Transaction Agreement and (iv) the failure by the Grantor to perform or observe any of the provisions hereof or thereof.

(c) The obligations of the Grantor under this Section 16 shall (i) survive the termination of this Agreement and the discharge of the Grantor's obligation for payment of the Secured Obligations.

17. Continuing Security Interest; Termination and Release.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Secured Obligations, (ii) be binding upon the Grantor and its successors and assigns, and (iii) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and their respective successors, permitted transferees and permitted assigns.

(b) Upon the payment in full of all Secured Obligations, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination each Secured Party will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

18. Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of any Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

19. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

20. Notices. Any notice or other communication hereunder shall be made at the addresses, in the manner, and with the effect provided in the Note.

21. Entire Agreement. This Agreement supersedes all prior communications, understandings and agreements of or between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties hereto with respect to the transactions contemplated herein.

22. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

23. Amendment. This Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed on behalf of the Grantor and Majority Noteholders or, in the case of a waiver, by the Majority Noteholders. Each Secured Party agrees that any such amendment, waiver or other modification by the Majority Noteholders shall be binding on such Secured Party.

24. Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter.

25. Assignment. This Agreement shall be binding upon and inure to the benefit of only the parties hereto and no party may assign any of its rights or obligations hereunder.

26. Counterparts. This Agreement may be executed in multiple counterparts (including facsimile and electronic PDF copies thereof), each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

*[Remainder of page intentionally left blank]*


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

"Grantor"

"Secured Party"

FASTER FASTER INC.

BRP US INC.

By:  \_\_\_\_\_  
Name: Arno Harris  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 185 Valley Dr.  
Brisbane, CA 94005

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 10101 Science Drive  
Sturtevant, Wisconsin 53177

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

"Grantor"

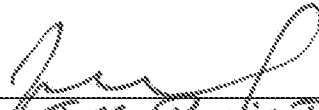
"Secured Party"

FASTER FASTER INC.

BRP US INC.

By: \_\_\_\_\_  
Name: Arno Harris  
Title: Chief Executive Officer

Address: 185 Valley Dr.  
Brisbane, CA 94005

By:   
Name: JOSE LUIS JOLI  
Title: CEO

By:   
Name: Sebastian Mark  
Title: CFO

Address: 10101 Science Drive  
Sturtevant, Wisconsin 53177

**EXHIBIT A**

**LIENS**

<b>Name</b>	<b>File Type</b>	<b>File Number</b>	<b>File Date</b>	<b>Original File Number</b>
Venture Lending & Leasing VII, INC.	Original	157474431268	07/10/2015	
CitiBank, N.A.	Original	157494405887	11/10/2015	
	Assignment	1675081656	02/08/2016	157494405887
GE Capital Information Technology Solutions, LLC	Original	157499173632	12/11/2015	
	Assignment	1675126990	03/07/2016	157499173632
GE Capital Information Technology Solutions, LLC	Original	157500952599	12/14/2015	
	Assignment	1675127070	03/07/2016	157500952599
GE Capital Information Technology Solutions, LLC	Original	157500317120	12/19/2015	
CitiBank, N.A.	Original	167521431676	04/25/2016	
	Assignment	1675266047	05/20/2016	167521431676
Partners Capital Financial Services	Original	177599505614	08/03/2017	
Chtd Company	Original	177600028708	08/08/2017	
Navitas Credit Corp.	Original	187652085204	06/05/2018	
	Amendment	1876529068	06/07/2018	187652085204
Bryn Mawr Equipment Finance, Inc.	Original	187656238591	06/27/2018	
Wells Fargo Bank, N.A.	Original	187658820237	07/12/2018	



# Faster Faster Inc. (dba Alta Motors) (fka BRD Motorcycles) Case List

May 1, 2018

REF #	COUNTRY NAME	TITLE	APP #	CLASS	FILING DATE	REG #	REG DATE	STATUS	Owner Information
FFI-0003	United States of America	ALTA	86366885	12	Aug 14, 2014			Abandoned	N/A
FFI-0007	United States of America	ALTA (stylized)	86477126	12	Dec 10, 2014	5093551	Dec 6, 2016	Registered	Faster Faster Inc. 482 VALLEY DRIVE BRISBANE, CALIFORNIA UNITED STATES 94005
FFI-0004	United States of America	ALTA MOTORCYCLES	86388851	12				Abandoned	N/A
FFI-0005	United States of America	ALTA MOTORS	86388853	12	Sep 8, 2014	5082683	Nov 15, 2016	Registered	Faster Faster Inc. DBA BRD Motorcycles 1598 Bryson St, Suite B San Francisco, CALIFORNIA UNITED STATES 94103
FFI-0006	United States of America	REDSHIFT	86447486	12	Nov 6, 2014	5100897	Dec 13, 2016	Registered	Faster Faster Inc. DBA Alta Motors 125 Valley Drive Brisbane, CALIFORNIA UNITED STATES 94005