

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Turn 5, Inc.		04/02/2020	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1600 Market Street - F2-F070-22-8
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association: UNITED STATES
Name:	PNC Bank Equipment Finance, LLC
Street Address:	1600 Market Street - F2-F070-22-8
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	5987743	MAMMOTH
Registration Number:	5987742	M MAMMOTH
Registration Number:	5879664	RLT
Registration Number:	5879661	PROVEN GROUND
Registration Number:	5879658	PRIMALTECH
Registration Number:	5879648	NAVOS
Registration Number:	5879593	NEXT EDGE
Registration Number:	5879589	ALTERUM
Registration Number:	5797551	BARRICADE OFF-ROAD
Registration Number:	5756330	SEC10
Registration Number:	5739838	ALTEON
Registration Number:	5580143	VIVIDLINE
Registration Number:	5285540	SPEEDFORM

CH \$965.00 5987743

Property Type	Number	Word Mark
Registration Number:	5369743	GO TOPLESS DAY
Registration Number:	5285581	AXIAL
Registration Number:	5285553	OPR
Registration Number:	5460215	MP CONCEPTS
Registration Number:	5609333	RED ROCK
Registration Number:	5139087	MODERN MUSCLE DESIGN
Registration Number:	4652148	MODERN BILLET
Registration Number:	4543633	MMD MODERN MUSCLE DESIGN
Registration Number:	5178959	MMD
Registration Number:	5430718	REDROCK
Registration Number:	5039190	BAMA PERFORMANCE
Registration Number:	4981717	BAMA
Registration Number:	4742696	DURBAN
Registration Number:	4742693	PRETORIA
Registration Number:	4927752	RED ROCK
Registration Number:	4282533	EXTREME TERRAIN
Registration Number:	4282529	RAXIOM
Registration Number:	4503013	ROVOS WHEELS
Registration Number:	4382376	MMD MODULAR MUSCLE DESIGN
Serial Number:	88370068	REDROCK 4X4
Serial Number:	88369068	DURATREK
Serial Number:	88722613	DARK FOREST
Serial Number:	88644223	SR PERFORMANCE
Serial Number:	88747318	TRUSHIELD
Serial Number:	88370146	BARRICADE

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: 4125621622

Email: vicki.cremonese@bipc.com

Correspondent Name: Duane A. Stewart III

Address Line 1: 501 Grant Street

Address Line 2: Suite 200

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 0011046-303336

NAME OF SUBMITTER: Duane A. Stewart III

SIGNATURE: /Duane A. Stewart III/

DATE SIGNED:

04/08/2020

Total Attachments: 16

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), dated as of dated as of **April 2, 2020**, is entered into by and among TURN 5, INC., a Pennsylvania corporation ("**Pledgor**"), PNC BANK, NATIONAL ASSOCIATION and PNC BANK EQUIPMENT FINANCE, LLC (collectively, the "**Lenders**").

WHEREAS, Lenders have extended certain loans and other financial accommodations to Pledgor (collectively, the "**Loans**"); and

WHEREAS, as a condition to the Lenders' agreement to continue to forbear from enforcing their rights and remedies on account of certain defaults by Pledgor with respect to the Loans as set forth under the terms of that certain Amended and Restated Forbearance and Amendment to Loan Documents dated June 6, 2019 but effective as of May 31, 2019 (as the same has been or may hereafter be amended, modified, supplemented or restated, the "Forbearance Agreement"), the Lenders have required Pledgor to execute and deliver this Agreement; and

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

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Forbearance 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 Pennsylvania as amended from time to time (the "**Code**").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of 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 Pledgor, including, without limitation, those that are registered as 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; all derivative works related thereto; and all domain names owned by Pledgor; provided, that "Patents, Trademarks and Copyrights" shall not include (i) any intent-to-use trademark applications, or (ii) any other rights or property, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that, with respect to each of the foregoing clause (ii), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Patents, Trademarks and Copyrights shall include, and Pledgor shall be deemed to

have granted a security interest in, all such rights and interests, as the case may be, as if such provision had never been in effect.

(c) **"Paid In Full"** shall mean the indefeasible payment in full in cash of the Secured Obligations.

(d) **"Secured Obligations"** shall mean all of the Total Obligations and, to the extent not included in the Total Obligations, all of the following:

(i) All indebtedness, obligations, debts, dues, instruments, liabilities, advances, judgments, damages, losses, claims, contracts and choses in action, of whatever nature and however arising, past, present or future, and any and all extensions and renewals thereof in whole or in part, whether direct or indirect, absolute or contingent, voluntary or involuntary, now due or to become due to the Lenders from Pledgor as borrower, drawer, maker, endorser, assignor, guarantor, surety, or otherwise whatsoever, including, without limitation, all obligations, liabilities, indemnities and indebtedness of Pledgor from time to time owing to the Lenders, including, without limitation, any other obligations due and owing under the Existing Loan Documents, the Loan Documents and the Forbearance Agreement.

(ii) all other obligations, liabilities, indemnities and indebtedness of Pledgor to the Lenders of every kind, nature and description, direct or indirect, secured or unsecured, joint and several, absolute and contingent, due or to become due, now existing or hereafter arising, regardless of how they arise or were acquired or by what agreement or instrument.

(iii) all reasonable fees, costs and expenses (including reasonable counsel fees) of the Lenders incurred in perfecting, protecting and enforcing the Lenders' rights (A) under the Forbearance Agreement and all other Loan Documents, and (B) in and to the Patents, Trademarks and Copyrights and all other collateral securing the Secured Obligations, and

(iv) the payment of amounts that would become due from Pledgor to the Lenders but for the operation of the automatic stay provisions of §362(a) of the Bankruptcy Code.

2. To secure the full payment and performance of all Secured Obligations, Pledgor hereby grants, and conveys a security interest to Lenders in the entire right, title and interest of Pledgor in and to all of its Patents, Trademarks and Copyrights together with all direct or indirect proceeds thereof.

3. Pledgor represents and warrants, and covenants that:

(a) all registered Patents, Trademarks and Copyrights owned or utilized by Pledgor and listed on Schedule A are valid and have been duly registered or filed with all appropriate governmental bodies and constitute all of the material intellectual property rights which are necessary for the operation of its business; to the best of Pledgor's knowledge, there is

no objection to or pending challenge to the validity of any such patent, trademark, copyright, design rights, trade name, trade secret or license and Pledgor is not aware of any grounds for any challenge. All Patents, Trademarks and Copyrights owned or held by Pledgor consist of original material or property developed by Pledgor or that was lawfully acquired by Pledgor from the proper and lawful owner thereof. Each of such items has been maintained so as to preserve the value thereof from the date of creation or acquisition thereof:

(b) Pledgor has the corporate power and authority to enter into this Agreement and perform its terms; and

(c) Pledgor shall preserve its corporate existence and, except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not Pledgor, or (ii) sell all or substantially all of its assets, except, in either case, with the Lenders' prior written consent in the exercise of the Lenders' sole discretion.

4. Pledgor agrees that, until all of the Secured Obligations shall have been Paid in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Lenders' prior written consent in the exercise of Lenders' sole discretion, except that Pledgor may license technology in the ordinary course of business without the Lenders' consent to suppliers and customers to facilitate the manufacture and use of Pledgor's products.

5. If, before the Secured Obligations shall have been Paid in Full, 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 Pledgor shall give to Lenders prompt notice thereof in writing if and when a patent, trademark or copyright application for registration is made. Pledgor and Lenders 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.

6. Lenders shall have, in addition to all other rights and remedies given to the Lenders by this Agreement and those rights and remedies set forth in the Forbearance Agreement and the other Loan Documents, those rights granted by applicable law and the rights and remedies of a Lender 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 or upon the Expiration Date, Lenders may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, 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 Lenders shall designate by written notice to Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all reasonable expenses related thereto (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward

the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be promptly paid over to Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least ten (10) business 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 Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lenders 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.

7. If any Event of Default shall have occurred and be continuing or upon the Expiration Date, Pledgor hereby authorizes and empowers Lenders to make, constitute and appoint any officer or agent of Lenders, as Lenders may select in their exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Lenders 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 party, or necessary for Lenders to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third party. 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. Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit Pledgor; (ii) the Lenders herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of Pledgor; and (iii) the Lenders herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Lenders. The Lenders hereby accept this power of attorney and all powers granted hereunder for the benefit of the Lenders.

8. At such time as Pledgor shall have Paid in Full all of the Secured Obligations, this Agreement shall terminate and Lenders shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title in and to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Lenders pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Lenders 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 Pledgor in the manner and to the extent set forth in the Forbearance Agreement and/or the Loan Documents.

10. Pledgor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement and to preserve and maintain all rights in patent applications and patents included in the Patents, including without

limitation the payment of all maintenance fees related thereto. Any expenses incurred in connection with any such application shall be borne by Pledgor. Pledgor shall maintain its Patents, Trademarks and Copyrights to the extent required by the Forbearance Agreement. Notwithstanding anything stated herein to the contrary, Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain any trademarks, trademark applications, patents or patent applications.

11. Pledgor shall have the right to bring suit, action or other proceeding in its own name, and, with the consent of Lenders (in the exercise of the Lenders' sole discretion), to join Lenders, if necessary, as a party to such suit, action or proceeding so long as Lenders are satisfied that such joinder will not subject them to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify Lenders for all reasonable damages, costs and expenses, including reasonable legal fees, incurred by Lenders as a result of such suit or joinder by Pledgor.

12. No course of dealing between Pledgor and Lenders, nor any failure to exercise nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder or under the Forbearance Agreement, this Agreement or the other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Lenders' rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by any Loan Document 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 Forbearance Agreement or the other Loan Documents, or by law, and the Lenders may enforce any one or more remedies hereunder successively or concurrently at their option.

14. (a) If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable law (including laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of 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 Lenders or 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.

(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 Pledgor's obligations hereunder as to each element of such assertion.

15. This Agreement and the documents executed concurrently herewith contain the entire understanding between Pledgor and Lenders and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing signed the parties hereto, except as provided in Section 5 hereof with respect to additions and supplements to Schedule A hereto.

16. 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 Pledgor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Lenders.

17. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applied to contracts to be performed wholly within the Commonwealth of Pennsylvania.

18. Any judicial proceeding brought by or against Pledgor with respect to this Agreement may be brought in any court of competent jurisdiction in the Commonwealth of Pennsylvania, United States of America, and, by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Pledgor at the address set forth in the Forbearance Agreement and service so made shall be deemed completed five (5) business days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lenders to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court.

19. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other similar method of electronic transmission shall be deemed to be an original signature hereto.

20. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING

UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

21. Pledgor and Lenders agree that all notices, statements, requests, demands and other communications under this Agreement shall be given to Pledgor or Lenders at the address set forth on the signature page hereto.

22. Pledgor acknowledges and agrees that, in addition to the other rights of the Lenders hereunder and under the Forbearance Agreement and the other Loan Documents, because the Lenders' remedies at law for failure of Pledgor to comply with the provisions hereof relating to the Lenders' rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications that 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 Pledgor has appointed the Lenders its attorney-in-fact, and (v) to enforce the Lenders' remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[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.

TURN 5, INC., a Pennsylvania corporation

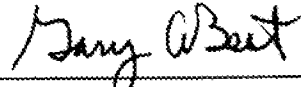
By: 

Name: Steven Vondouris

Title: President

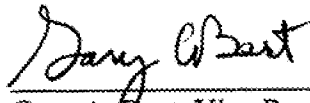
[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION



Gary A. Best, Vice President

PNC EQUIPMENT FINANCE, LLC



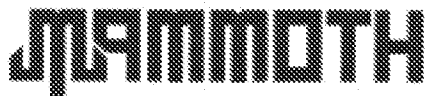


Gary A. Best, Vice President

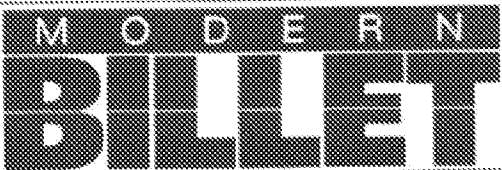


TRADEMARK

REEL: 006910 FRAME: 0586

**SCHEDULE A
TO
SECOND AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

1. Registered Trademarks and Trademark Applications:

Registration Date	Registration Number	Mark
February 18, 2020	5987743	
February 18, 2020	5987742	
October 8, 2019	5879664	RLT
October 8, 2019	5879661	PROVEN GROUND
October 8, 2019	5879658	PRIMALTECH
October 8, 2019	5879648	NAVOS
October 8, 2019	5879593	NEXT EDGE
October 8, 2019	5879589	ALTERUM
July 9, 2019	5797551	
May 21, 2019	5756330	SEC10
April 30, 2019	5739838	ALTEON
October 9, 2018	5580143	VIVIDLINE
September 12, 2017	5285540	SPEEDFORM
January 2, 2018	5369743	GO TOPLESS DAY
September 12, 2017	5285581	AXIAL
September 12, 2017	5285553	OPR
May 1, 2018	5460215	MP CONCEPTS
November 20, 2018	5609333	RED ROCK
February 7, 2017	5139087	MODERN MUSCLE DESIGN

Registration Date	Registration Number	Mark
December 9, 2014	4652148	
June 3, 2014	4543633	
April 11, 2017	5178959	MMD
March 27, 2018	5430718	REDROCK
September 13, 2016	5039190	BAMA PERFORMANCE
June 21, 2016	4981717	BAMA
May 26, 2015	4742696	DURBAN
May 26, 2015	4742693	PRETORIA
March 29, 2016	4927752	RED ROCK
January 29, 2013	4282533	EXTREME TERRAIN
January 29, 2013	4282529	RAXIOM
March 25, 2014	4503013	ROVOS WHEELS
August 13, 2013	4382376	

Application Number	Application Date	Mark
88370068	April 3, 2019	REDROCK 4X4
88369068	April 3, 2019	DURATREK
88722613	December 11, 2019	DARK FOREST
88644223	October 7, 2019	SR PERFORMANCE
88747320*	January 5, 2020	FLEXTREK
88747318	January 5, 2020	TRUSHIELD
88370146	April 3, 2019	BARRICADE
88309191*	February 20, 2019	TACO OFF-ROAD

Those trademark applications listed in boldface are not included in this Agreement pursuant to Section 1(b)(3) of this Agreement. * indicates an "intent to use" trademark application that is not included in the definition of "Patents, Trademarks, and Copyrights" pursuant to Section 1(b)(1) of this agreement.

2. Issued Patents and Published Patent Applications:

Patent Number	Issue Date	Title
D850340	June 4, 2019	Hood Vent
D864827	October 29, 2019	Side Step
D868640	December 3, 2019	Upper Grille
D868641	December 3, 2019	Lower Grille
D859247	September 10, 2019	Rear Spoiler
D875007	February 11, 2020	Hood Scoop
D864063	October 22, 2019	Chin Spoiler
D868642	December 3, 2019	Upper Grille
D868643	December 3, 2019	Lower Grille
D868644	December 3, 2019	Upper Grille
D875008	February 11, 2020	Hood Vent
D851000	June 11, 2019	Rear Window Vents
D850334	June 4, 2019	Formed Bumper
D850339	June 4, 2019	Hood Scoop
D875006	February 11, 2020	Set of Fender Flares
D833940	November 20, 2018	Rock Sliders
D846462	April 23, 2019	Rear Bumper
D847051	April 30, 2019	Vehicle Front Bumper
D848321	May 14, 2019	Chin Spoiler
D842210	March 5, 2019	Spoke of Wheel
D830277	October 9, 2018	Spoke of a Vehicle Wheel

Error! Unknown document property name.

Patent Number	Issue Date	Title
D841552	February 26, 2019	Wheel for Motor Vehicle
D826107	August 21, 2018	Vehicle Grille
D775573	January 3, 2017	Wheel for a Motor Vehicle
D833957	November 20, 2018	Rock Sliders with Lights
D851569	June 18, 2019	Tire Carrier
D850332	June 4, 2019	Vehicle Grille
D841548	February 26, 2019	Radiator Extension
D847039	April 30, 2019	Grille Teeth
D840890	February 19, 2019	Rocker Panels
D826119	August 21, 2018	Roof Spoiler
D826116	August 21, 2018	Pair of Automobile Front Bumper Spoiler Winglets
D833931	November 20, 2018	Rear Spoiler
D826111	August 21, 2018	Pair of Automobile Front Bumper Splitters
D833922	November 20, 2018	Automobile Bumper
D840891	February 19, 2019	Fuel Door
D808881	January 30, 2018	Wheel for Motor Vehicle
D806624	June 2, 2018	Fuel Door
D817236	May 8, 2018	Hood Scoop
D839809	February 5, 2019	Fuel Door
D805975	December 26, 2017	Automobile Louver
D826120	August 21, 2018	Automobile Rear Mud Flap
D835551	December 11, 2018	Hood Vent Scoop

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Patent Number	Issue Date	Title
D814674	April 3, 2018	Fog Light
D822557	July 10, 2018	Automobile Front Bumper Spoiler
D834474	November 27, 2018	Pair of Automobile Grille Extensions
D850342	June 4, 2019	Automobile Front Mud Flap
D826112	August 21, 2018	Automobile Front Bumper Splitter
D826125	August 21, 2018	Decklid Panel
D736688	August 18, 2015	Vehicle Wheel
D783486	April 11, 2017	Wheel for a Motor Vehicle
D795775	August 29, 2017	Wheel for a Motor Vehicle
D795780	August 29, 2017	Spoke of a Wheel

All unpublished patent applications assigned to or under obligation of assignment to Pledgor are also subject to this Security Agreement.

3. Copyrights

Full Title	Copyright Number	Date
AmericanMuscle.com Website.	TX0007915767	2011
Copyright for Vehicle parts and accessories 2011. [Group registration of published photographs. 33 photographs. 2011-08-19 to 2011-12-23]	VA0002162979	2011
Copyright for Vehicle Parts and Accessories Images 2012. [Group registration of published photographs. 60 photographs. 2012-01-03 to 2012-12-26]	VA0002164389	2012
Durban Wheel & 2 other titles.	V9952D110	2017
ExtremeTerrain.com Website.	TX0007915745	2012

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Full Title	Copyright Number	Date
Vehicle parts and accessories 2012. [Group registration of published photographs. 21 photographs. 2012-05-22 to 2012-11-27]	VA0002148760	2012
Vehicle parts and accessories 2013. [Group registration of published photographs. 32 photographs. 2013-05-01 to 2013-12-19]	VA0002149690	2013
Vehicle parts and accessories 2014. [Group registration of published photographs. 62 photographs. 2014-02-18 to 2014-11-19]	VA0002148137	2014
Vehicle parts and accessories 2015. [Group registration of published photographs. 124 photographs. 2015-02-11 to 2015-12-22]	VA0002164162	2015
Vehicle parts and accessories 2016. [Group registration of published photographs. 131 photographs. 2016-01-11 to 2016-12-29]	VA0002146418	2016
Vehicle parts and accessories 2017. [Group registration of published photographs. 180 photographs. 2017-01-06 to 2017-12-29]	VA0002148765	2017
Vehicle parts and accessories 2018. [Group registration of published photographs. 160 photographs. 2018-01-16 to 2018-12-10]	VA0002149692	2018
Vehicle parts and accessories 2019. [Group registration of published photographs. 9 photographs. 2019-01-22 to 2019-02-04]	VA0002146417	2019
Vehicle Parts and Accessories Images 2011. [Group registration of published photographs. 33 photographs. 2011-08-19 to 2011-12-23]	VA0002164410	2011
Vehicle Parts and Accessories Images 2013. [Group registration of published photographs. 114 photographs. 2013-02-12 to 2013-12-11]	VA0002164407	2013
Vehicle Parts and Accessories Images 2014. [Group registration of published photographs. 219 photographs. 2014-01-29 to 2014-12-18]	VA0002169045	2014

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Full Title	Copyright Number	Date
Vehicle Parts and Accessories Images 2015. [Group registration of published photographs. 501 photographs. 2015-01-02 to 2015-12-30]	VA0002166257	2015
Vehicle Parts and Accessories Images 2016. [Group registration of published photographs. 405 photographs. 2016-01-06 to 2016-12-22]	VA0002166256	2016
Vehicle Parts and Accessories Images 2017. [Group registration of published photographs. 417 photographs. 2017-01-05 to 2017-12-29]	VA0002164917	2017
Vehicle Parts and Accessories Images 2018. [Group registration of published photographs. 471 photographs. 2018-01-05 to 2018-12-07]	VA0002166198	2018
Vehicle Parts and Accessories Images 2019. [Group registration of published photographs. 13 photographs. 2019-01-02 to 2019-01-31]	VA0002166201	2019

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