

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drake Automotive Group, LLC		05/08/2018	Limited Liability Company: DELAWARE
Proforged, LLC		05/08/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 E. Lancaster Ave., Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6026540	DRAKE MUSCLE CARS	
Serial Number:	88551003	LEGENDARY WHEELS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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>			
Phone:	312-863-7267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.123		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn digrande/		
DATE SIGNED:	04/21/2020		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2018, by DRAKE AUTOMOTIVE GROUP, LLC, a Delaware limited liability company, and PROFORGED, LLC, a New Jersey limited liability company (collectively, the "Grantors") and each individually, a "Grantor"), in favor of LBC CREDIT AGENCY SERVICES, LLC, in its capacity as administrative agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Horsepower Automotive Group, LLC, a Delaware limited liability company ("Borrower"), Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, Agent and Lenders are willing to make the financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders, to secure the Obligations, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement, impairment or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything in this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any Excluded Property.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If either Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with the terms of the Collateral Agreement. Without limiting the Grantors' obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of either Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. GOVERNING LAW, FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL. THIS TRADEMARK SECURITY

AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 8 OF THE COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, Each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DRAKE AUTOMOTIVE GROUP, LLC

By: 

Name: Michael Zukas

Title: Vice President

PROFORGED, LLC

By: 

Name: Michael Zukas

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT AGENCY SERVICES, LLC,
as Agent

By: 

Name: David E. Frainow

Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006920 FRAME: 0270

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Description	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Grantor
PROFORGED	86099411	4563035	October 23, 2013	July 8, 2014	Proforged, LLC
C CORSO FEROCO	85906682	4869007	April 17, 2013	December 15, 2015	Drake Automotive Group, LLC
DRAKE AUTOMOTIVE GROUP	87264015	5253234	December 9, 2016	August 1, 2017	Drake Automotive Group, LLC
SCOTT DRAKE	86934585	5089908	March 9, 2016	November 29, 2016	Drake Automotive Group, LLC
FENDER GRIPPER	78871669	3239296	April 27, 2006	May 8, 2007	Drake Automotive Group, LLC

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**SCHEDULE I
(continued)
to
TRADEMARK SECURITY AGREEMENT**

Trademark Description	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
DRAKE MUSCLE CARS	88169339	6026540	10/25/18	4/7/2020
LEGENDARY WHEELS	88551003	N/A	7/30/19	N/A