

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALL BALLS RACING, INC.		11/17/2020	Corporation: DELAWARE
ARROWHEAD ELECTRICAL PRODUCTS, INC.		11/17/2020	Corporation: DELAWARE
STENS SPECIALTY BRANDS, LLC		11/17/2020	Limited Liability Company: WISCONSIN
TOTAL POWER SOLUTIONS, INC.		11/17/2020	Corporation: DELAWARE
TOTAL POWER PARTS, LLC		11/17/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Serial Number:	88909726	TPP
Serial Number:	88909730	TPP
Serial Number:	88909721	TPP
Serial Number:	88909719	TOTAL POWER PARTS
Serial Number:	88909717	TOTAL POWER PARTS
Serial Number:	88909714	TOTAL POWER PARTS
Serial Number:	87479265	EZ-HITCH
Serial Number:	88860925	TRUEBLUE
Registration Number:	4357534	DB ELECTRICAL
Registration Number:	5857928	POWERSPORTS CONNECTION
Registration Number:	5851997	V-TWIN CONNECTION
Registration Number:	5835274	GASKET CONNECTION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5644421	CLUTCH CONNECTION
Registration Number:	5525945	CABLE CONNECTION
Registration Number:	5525944	LEVER CONNECTION
Registration Number:	5561797	AXLE CONNECTION
Registration Number:	3969715	ALL BALLS
Registration Number:	2893698	ALL BALLS RACING
Registration Number:	5614963	CYLINDER WORKS
Registration Number:	4666627	ARROWHEAD POWERSPORTS
Registration Number:	4848101	OUTDOOR POWER XTREME EQUIPMENT
Registration Number:	5147096	OUTDOOR POWER XTREME EQUIPMENT
Registration Number:	4673865	INTERPARTS
Registration Number:	4673864	INTERPARTS
Registration Number:	3961439	J&N
Registration Number:	4417831	ANVIL ENGINE PARTS TOUGHER THAN DIRT
Registration Number:	4439614	J&N
Registration Number:	4436102	J&N
Registration Number:	4439612	J&N
Registration Number:	4436099	J&N
Registration Number:	4421684	COMPLETE TRACTOR FOR YOUR TOTAL TRACTORN
Registration Number:	4451094	COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR
Registration Number:	3324192	ARROWHEAD ELECTRICAL PRODUCTS, INC.
Registration Number:	3843440	J&N
Registration Number:	2345224	INTERPARTS
Registration Number:	2229986	INTERPARTS
Registration Number:	1893459	J & N
Registration Number:	1871587	J & N
Registration Number:	1822363	JANSCO
Registration Number:	5807646	STENS SHIELD
Registration Number:	5807645	STENS SHIELD
Registration Number:	5807644	STENS SHIELD
Registration Number:	5807643	STENS SHIELD
Registration Number:	5807642	S
Registration Number:	5807641	S
Registration Number:	5096909	FIND FIX GO
Registration Number:	3538825	SILVER STREAK
Registration Number:	2791407	STEN MIX
Registration Number:	3795417	S
Registration Number:	3798079	S

Property Type	Number	Word Mark
Registration Number:	3805273	S STENS THE PARTS COMPANY
Registration Number:	3805272	S STENS THE PARTS COMPANY
Registration Number:	3765879	HELPING BUSINESS RUN BETTER
Registration Number:	3579299	MEGA-FIRE
Registration Number:	3496744	TRUE GRIT
Registration Number:	2996661	
Registration Number:	2578488	ZERO FLAT
Registration Number:	2529208	MEGA-FIRE
Registration Number:	2729456	HOT CAMS
Registration Number:	2295221	
Registration Number:	1879113	HOT RODS
Registration Number:	1897314	STENS
Registration Number:	4030118	CYLINDER WORKS
Registration Number:	4638059	SENSORTECH
Registration Number:	4739734	FUEL STAR
Registration Number:	2641000	PIVOT WORKS

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	70578.002
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/17/2020

Total Attachments: 10

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2020, is made by ARROWHEAD ELECTRICAL PRODUCTS, INC., STENS SPECIALTY BRANDS, LLC, TOTAL POWER SOLUTIONS, INC., ALL BALLS RACING, INC., and TOTAL POWER PARTS, LLC (each a “Grantor” and, collectively, the “Grantors”), in favor of Ares Capital Corporation (“Ares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as November 17, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the First Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those Trademark registrations and applications referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, for the avoidance of doubt, no Trademark Collateral shall include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this First Lien Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This First Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any

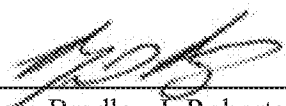
such termination, the Administrative Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination at the sole cost and expense of Grantor.

[SIGNATURE PAGES FOLLOW]

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

ALL BALLS RACING, INC., as Grantor
ARROWHEAD ELECTRICAL PRODUCTS, INC.,
as Grantor
STENS SPECIALTY BRANDS, LLC, as Grantor
TOTAL POWER SOLUTIONS, INC., as Grantor

By: _____


Name: Bradley J. Roberts

Title: Vice President and Secretary

TOTAL POWER PARTS, LLC, as Grantor

By: _____

Name: James A. Beukelman

Title: Chief Financial Officer and Treasurer

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

ALL BALLS RACING, INC., as Grantor
ARROWHEAD ELECTRICAL PRODUCTS, INC.,
as Grantor
STENS SPECIALTY BRANDS, LLC, as Grantor
TOTAL POWER SOLUTIONS, INC., as Grantor

By: _____
Name: Bradley J. Roberts
Title: Vice President and Secretary

TOTAL POWER PARTS, LLC, as Grantor

By:  _____
Name: James A. Beukelman
Title: Chief Financial Officer and Treasurer


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

ARROWHEAD ELECTRICAL PRODUCTS, INC.
STENS SPECIALTY BRANDS, LLC
TOTAL POWER SOLUTIONS, INC.
ALL BALLS RACING, INC.
TOTAL POWER PARTS, LLC,
each as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:


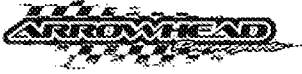


ARES CAPITAL CORPORATION
as Administrative Agent

By:  _____
Name: David Schwartz
Title: Authorized Signatory











SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS & TRADEMARK APPLICATIONS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
TPP	88909726	5/11/20	--	--	Total Power Solutions, Inc.	Pending
TPP	88909730	5/11/20	--	--	Total Power Solutions, Inc.	Pending
TPP	88909721	5/11/20	--	--	Total Power Solutions, Inc.	Pending
TOTAL POWER PARTS	88909719	5/11/20	--	--	Total Power Solutions, Inc.	Pending
TOTAL POWER PARTS	88909717	5/11/20	--	--	Total Power Solutions, Inc.	Pending
TOTAL POWER PARTS	88909714	5/11/20	--	--	Total Power Solutions, Inc.	Pending
EZ-HITCH	87479265	6/7/17	--	--	All Balls Racing, Inc.	Pending
TRUEBLUE	88860925	4/6/20	--	--	Stens Specialty Brands, LLC	Pending
DB ELECTRICAL 	85756911	10/17/12	4357534	6/25/13	Total Power Solutions, Inc. (f/k/a DB Electrical, Inc.)	Registered
POWERSPORTS CONNECTION	87462398	5/24/17	5857928	9/10/19	Total Power Parts, LLC	Registered
V-TWIN CONNECTION	87285328	12/30/16	5851997	9/3/19	Total Power Parts, LLC	Registered
GASKET CONNECTION	87462389	5/24/17	5835274	8/13/19	Total Power Parts, LLC	Registered
CLUTCH CONNECTION	87462427	5/24/17	5644421	1/1/19	Total Power Parts, LLC	Registered
CABLE CONNECTION	87462424	5/24/17	5525945	7/24/18	Total Power Parts, LLC	Registered
LEVER CONNECTION	87462419	5/24/17	5525944	7/24/18	Total Power Parts, LLC	Registered
AXLE CONNECTION	87285326	12/30/16	5561797	9/11/18	Total Power Parts, LLC	Registered
ALL BALLS	85132596	9/17/10	3969715	5/31/11	All Balls Racing, Inc.	Registered
ALL BALLS RACING	76166813	11/16/00	2893698	10/12/04	All Balls Racing, Inc.	Registered
CYLINDER WORKS	87778596	1/31/18	5614963	11/27/18	Arrowhead Electrical Products, Inc.	Registered
ARROWHEAD POWERSPORTS 	86280290	5/13/14	4666627	1/6/15	Arrowhead Electrical Products, Inc.	Registered
OUTDOOR POWER XTREME EQUIPMENT	86977426	11/2/14	4848101	11/3/15	Arrowhead Electrical Products, Inc.	Registered
OUTDOOR POWER XTREME EQUIPMENT	86442314	11/2/14	5147096	2/21/17	Arrowhead Electrical Products, Inc.	Registered
INTERPARTS 	86102875	10/28/13	4673865	1/20/15	Arrowhead Electrical Products, Inc.	Registered
INTERPARTS	86102849	10/28/13	4673864	1/20/15	Arrowhead Electrical Products, Inc.	Registered
J&N	85129251	9/14/10	3961439	5/17/11	Arrowhead Electrical Products, Inc.	Registered
ANVIL ENGINE PARTS TOUGHER THAN DIRT 	85852645	2/18/13	4417831	10/15/13	Arrowhead Electrical Products, Inc.	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
J&N 	85896306	4/5/13	4439614	11/26/13	Arrowhead Electrical Products, Inc.	Registered
J&N 	85896298	4/5/13	4436102	11/19/13	Arrowhead Electrical Products, Inc.	Registered
J&N	85896287	4/5/13	4439612	11/26/13	Arrowhead Electrical Products, Inc.	Registered
J&N	85896271	4/5/13	4436099	11/19/13	Arrowhead Electrical Products, Inc.	Registered
COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR NEEDS 	85879620	3/19/13	4421684	10/22/13	Arrowhead Electrical Products, Inc.	Registered
COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR NEEDS 	85919129	4/30/13	4451094	12/17/13	Arrowhead Electrical Products, Inc.	Registered
ARROWHEAD ELECTRICAL PRODUCTS, INC. 	78871538	4/27/06	3324192	10/30/07	Arrowhead Electrical Products, Inc.	Registered
J&N 	76698521	7/20/09	3843440	9/7/10	Arrowhead Electrical Products, Inc.	Registered
INTERPARTS 	75681490	4/13/99	2345224	4/25/00	Arrowhead Electrical Products, Inc.	Registered
INTERPARTS	75280916	4/25/97	2229986	3/9/99	Arrowhead Electrical Products, Inc.	Registered
J & N	74537204	6/13/94	1893459	5/9/95	Arrowhead Electrical Products, Inc.	Registered
J & N 	74475311	12/28/93	1871587	1/3/95	Arrowhead Electrical Products, Inc.	Registered
JANSCO	74392864	5/20/93	1822363	2/22/94	Arrowhead Electrical Products, Inc.	Registered
STENS SHIELD	87694948	11/22/17	5807646	7/16/19	Stens Specialty Brands, LLC	Registered
STENS SHIELD	87694943	11/22/17	5807645	7/16/19	Stens Specialty Brands, LLC	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
STENS SHIELD 	87694942	11/22/17	5807644	7/16/19	Stens Specialty Brands, LLC	Registered
STENS SHIELD 	87694939	11/22/17	5807643	7/16/19	Stens Specialty Brands, LLC	Registered
S & Shield Design 	87694935	11/22/17	5807642	7/16/19	Stens Specialty Brands, LLC	Registered
S & Shield Design 	87694930	11/22/17	5807641	7/16/19	Stens Specialty Brands, LLC	Registered
FIND FIX GO	86795948	10/22/15	5096909	12/6/16	Stens Specialty Brands, LLC	Registered
SILVER STREAK	78855169	4/5/06	3538825	11/25/08	Stens Specialty Brands, LLC	Registered
STEN MIX	78202693	1/13/03	2791407	12/9/03	Stens Specialty Brands, LLC	Registered
S 	77482264	5/23/08	3795417	6/1/10	Stens Specialty Brands, LLC	Registered
S 	77482221	5/23/08	3798079	6/8/10	Stens Specialty Brands, LLC	Registered
S STENS THE PARTS COMPANY 	77482305	5/23/08	3805273	6/22/10	Stens Specialty Brands, LLC	Registered
S STENS THE PARTS COMPANY 	77482285	5/23/08	3805272	6/22/10	Stens Specialty Brands, LLC	Registered
HELPING BUSINESS RUN BETTER	77482199	5/23/08	3765879	3/30/10	Stens Specialty Brands, LLC	Registered
MEGA-FIRE 	77482322	5/23/08	3579299	2/24/09	Stens Specialty Brands, LLC	Registered
TRUE GRIT	77213597	6/22/07	3496744	9/2/08	Stens Specialty Brands, LLC	Registered
Tree Design 	76588639	4/26/04	2996661	9/20/05	Stens Specialty Brands, LLC	Registered
ZERO FLAT	76304517	8/27/01	2578488	6/11/02	Stens Specialty Brands, LLC	Registered
MEGA-FIRE	76011681	3/28/00	2529208	1/15/02	Stens Specialty Brands, LLC	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
HOT CAMS	75680073	4/30/99	2729456	6/24/03	Stens Specialty Brands, LLC	Registered
Design 	75446237	3/6/98	2295221	11/30/99	Stens Specialty Brands, LLC	Registered
HOT RODS	74395208	5/27/93	1879113	2/14/95	Stens Specialty Brands, LLC	Registered
STENS	74456468	11/4/93	1897314	6/6/95	Stens Specialty Brands, LLC	Registered
CYLINDER WORKS	852599 84	3/7/11	4030118	9/20/11	Stens Specialty Brands, LLC (as successor by merger to Cylinder Works, Inc.)	Registered
SENSORTECH	860128 14	7/17/13	4638059	11/11/14	Stens Specialty Brands, LLC (as successor by merger to Fuel Star, Inc.)	Registered
FUEL STAR	860127 53	7/17/13	4739734	5/19/15	Stens Specialty Brands, LLC (as successor by merger to Fuel Star, Inc.)	Registered
PIVOT WORKS	763201 78	10/1/01	2641000	10/22/02	Stens Specialty Brands, LLC (as successor by merger to Pivot Works Corporation)	Registered