

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM637957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Katana Racing, Inc.		04/07/2021	Corporation: CALIFORNIA
ATV, Inc.		04/07/2021	Corporation: CALIFORNIA
Trademark, LLC		04/07/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2521557	KATANA RACING	
Registration Number:	3248817	AMERICAN TIRE DEPOT	
Serial Number:	88220073	2CRAVE LIFE	
Registration Number:	6064707	TRAVELMAX	
Serial Number:	87806931	MAXMILE	
Registration Number:	5416974	DOLCE	
Registration Number:	5214563	ARROYO	
Registration Number:	4796054	AVAT	
Registration Number:	4158807	SAFFIRO	
Registration Number:	3905021	WINRUN	
Registration Number:	3894661	WINRUN TIRES	
Registration Number:	3430875	DOLCE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (140690-01110 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01110
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	04/08/2021
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Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of April 7, 2021 by Katana Racing, Inc., a California corporation ("Katana"), ATV, Inc., a California corporation ("ATV"), and Trademark, LLC, a California limited liability company ("Trademark" and together with Katana and ATV, collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender").

W I T N E S S E T H

WHEREAS, each Grantor, certain Grantors' affiliates and Lender are parties to that certain Loan and Security Agreement dated as of November 23, 2020 (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender, and hereby reaffirms its prior grant of a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, and patent listed on Schedule 1 annexed hereto (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past,

present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents, and copyrights which are both owned and registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.10 of the Loan Agreement.

8. Amendment and Restatement. This Agreement amends and restates, but does not extinguish the obligations evidenced by, and is not a novation of, that certain Intellectual Property Security Agreement, dated as of November 23, 2020, by the Grantors in favor of Lender.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

KATANA RACING, INC.

By: 

Name: Ara Tchaghlassian

Title: President

ATV, INC.

By: 

Name: Ara Tchaghlassian

Title: President

TRADEMARK, LLC

By: 

Name: Ara Tchaghlassian

Title: Manager

(SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT)

TRADEMARK
REEL: 007250 FRAME: 0326

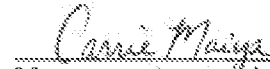
Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By:


Name: Michael Zielinski
Its: Authorized Signatory

By:


Name: Carrie Maiya
Its: Authorized Signatory

(SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT)

TRADEMARK
REEL: 007250 FRAME: 0327

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent Name	Registration Date	Patent Number
Trademark, LLC	Tire	7/14/2020	D890081
Trademark, LLC	Tire	7/14/2020	D890080

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date (Application Date)	Registration Number (Application Number)
Katana Racing, Inc.	KATANA RACING	12/25/2001	2521557
ATV, Inc.	AMERICAN TIRE DEPOT	6/5/2007	3248817
Trademark, LLC	2Crave Life	(12/6/2018)	(88220073)
Trademark, LLC	TRAVEL MAX	5/26/2020	6064707
Trademark, LLC	MAXMILE	(2/22/2018)	(87806931)
Trademark, LLC	DOLCE	3/6/2018	5416974
Trademark, LLC	ARROYO	5/30/2017	5214563
Trademark, LLC	AVAT	8/18/2015	4796054
Trademark, LLC	SAFARI	6/12/2012	4158807
Trademark, LLC	WINRUN	1/11/2011	3905021
Trademark, LLC	WINRUN TIRE	12/21/2010	3894661
Trademark, LLC	dolce	5/20/2008	3430875

(c) Copyrights and Copyright Licenses

None.