

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Afco Performance Group, LLC		04/30/2021	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	First National Bank of Omaha		
Street Address:	134 South 13th Street, Suite 100		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68508		
Entity Type:	National Banking Association: NEBRASKA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4697039	LEGEND REVO WWW.LEGENDSUSPENSIONS.COM	
Registration Number:	4970442	L LEGEND WWW.LEGENDSUSPENSIONS.COM	
Registration Number:	5023753	L	
Registration Number:	5023836	AXEO	
Registration Number:	4262877	LEGEND	
Registration Number:	5120823	AXEO L	
Registration Number:	4337065	LEGEND	
Registration Number:	5327562	AIRST L WWW.LEGENDSUSPENSIONS.COM	
Registration Number:	5327554	AIRA L WWW.LEGENDSUSPENSIONS.COM	
Registration Number:	4622125	REVO	
Registration Number:	6157630	REVO ARC	
Registration Number:	6157609	REVO-A	
Registration Number:	6158065	REVO-A WWW.LEGENDSUSPENSIONS.COM	
Registration Number:	5387941	AIR L WWW.LEGENDSUSPENSIONS.COM	
CORRESPONDENCE DATA			
Fax Number:	3176377561		
<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>			

OP \$365.00 4697039

Phone: 3176343456
Email: docketdept@uspatent.com
Correspondent Name: CHARLES J. MEYER
Address Line 1: 111 MONUMENT CIRCLE, SUITE 3700
Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER: 34361-1

NAME OF SUBMITTER: Danielle Y. Sneed

SIGNATURE: /Danielle Y. Sneed/

DATE SIGNED: 06/09/2021

Total Attachments: 12

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SECURITY AGREEMENT

For value received, **AFCO PERFORMANCE GROUP, LLC**, a Nebraska limited liability company, whose address is 340 Victory Lane, Lincoln, NE 68528 ("Debtor"), hereby grants to **FIRST NATIONAL BANK OF OMAHA**, a national banking association, whose address is 134 South 13th Street, Suite 100, Lincoln, NE 68508 ("Secured Party"), a security interest in and collaterally assigns to Secured Party the Collateral (defined below) in accordance with the terms of this Security Agreement ("Agreement").

ARTICLE I. SECURITY INTEREST

1.1 **Grant of Security Interest.** Debtor hereby grants a security interest in and collaterally assigns the Collateral (defined below) to Secured Party to secure all of Debtor's Obligations (defined below) to Secured Party. The intent of the parties hereto is that the Collateral secures all Obligations of Debtor to Secured Party, whether or not such Obligations exist under this Agreement or any other agreements, whether now or hereafter existing, between Debtor and Secured Party or in favor of Secured Party, including, without limitation, any note, any loan or security agreement, any lease, any mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or banker's acceptance, any agreement for any other services or credit extended by Secured Party to Debtor even though not specifically enumerated herein, and any other agreement with Secured Party (together and individually, the "Loan Documents").

1.2 **Definition of Collateral.** "Collateral" means the Intellectual Property described on Exhibit "A" attached hereto and by this reference incorporated herein together with all proceeds thereof and all of the following:

- i) any and all inventions which are disclosed, described, claimed and/or which could be claimed in the PATENTS identified on Exhibit "A" attached hereto and by this reference incorporated herein; and the PATENTS as well as any other directly and/or indirectly related applications (foreign or domestic), including but not limited to foreign priority, international, divisional, and continuation applications; and patents issued therefrom, including but not limited to patents, certificates of correction, reissues, and reexaminations; and
- ii) the entire right, title and interest in and to trademarks, applications and registrations identified on Exhibit "A" attached hereto and by this reference incorporated herein, together with the goodwill of the business associated with and/or symbolized by said trademarks on Exhibit A, together with all rights of action, in law or in equity, for any past or future infringement thereof.

1.3 **Definition of Obligations.** "Obligations" means all of Debtor's debts, liabilities, obligations, covenants, warranties, and duties to Secured Party, whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and all other debts and obligations due Secured Party under any lease, agricultural, real estate or other financing transaction and regardless of whether

such financing is related in time or type to the financing provided at the time of grant of this security interest, and regardless of whether such Obligations arise out of existing or future credit granted by Secured Party to any Debtor, to any Debtor and others, to others guaranteed, endorsed or otherwise secured by any Debtor or to any debtor-in-possession or other successor-in-interest of any Debtor, and including principal, interest, fees, expenses and charges relating to any of the foregoing.

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of Debtor under the Loan Documents which are expressly incorporated herein as part of this Agreement and while any part of the credit granted Debtor under the Loan Documents is available or any Obligations of Debtor to Secured Party are unpaid or outstanding, Debtor continuously warrants and agrees as follows:

2.1 Debtor's Name, Location; Notice of Location Changes. Debtor's name and organizational structure has remained the same during the past five (5) years. Debtor will continue to use only the name set forth with Debtor's signature unless Debtor gives Secured Party prior written notice of any change. Furthermore, Debtor shall not do business under another name nor use any trade name without giving ten (10) days prior written notice to Secured Party. Debtor will not change its status of organization or structure without the prior written consent of Secured Party. Debtor will not change its location or registration (if Debtor is a registered organization) to another state without prior written notice to Secured Party.

2.2 Status of Collateral. All Collateral is genuine and validly existing. Except for items of insignificant value or as otherwise reflected in writing by Debtor to Secured Party under a borrowing base or otherwise, (i) Collateral constituting inventory, equipment and fixtures is in good condition, not obsolete and is either currently saleable or usable; and (ii) Collateral constituting accounts, contract rights, notes, chattel paper and other third-party obligations to pay is fully enforceable in accordance with its terms and not subject to return, dispute, setoff, credit allowance or adjustment, except for discounts for prompt payment. Unless Debtor provides Secured Party with written notice to the contrary, Debtor has no notice or knowledge of anything that would impair the ability of any third-party obligor to pay any debt to Debtor when due.

2.3 Ownership; Maintenance of Collateral; Restrictions on Liens and Dispositions. Debtor is the sole owner of the Collateral free of all liens, claims, other encumbrances and security interests except as permitted in writing by Secured Party. Debtor shall: (i) maintain the Collateral in good condition and repair (reasonable wear and tear excepted), and not permit its value to be impaired; (ii) not permit waste, removal or loss of identity of the Collateral; (iii) keep the Collateral free from all liens, executions, attachments, claims, encumbrances and security interests (other than Secured Party's security interest and those permitted in writing by Secured Party and purchase money security interests granted to third parties in arms-length transactions not to exceed in the aggregate an outstanding balance of \$50,000.00); (iv) defend the Collateral against all claims and legal proceedings by persons other than Secured Party; (v) pay and discharge when due all taxes, levies and other charges or fees upon the Collateral except for payment of taxes contested by Debtor in good faith by appropriate proceedings so long as no levy or lien has been imposed upon the Collateral; (vi) not lease, sell or

transfer the Collateral to any party nor move it to any new location outside of the ordinary course of business; (vii) not permit the Collateral, without the consent of Secured Party, to become a fixture or an accession to other goods; (viii) not permit the Collateral to be used in violation of any applicable law, regulation or policy of insurance; and, (ix) as to the Collateral consisting of instruments and chattel paper, preserve Secured Party's rights in it against all other parties. Notwithstanding the above, Debtor may sell, lease or transfer inventory in the ordinary course of its business provided that no sale, lease or transfer shall include any transfer or sale in satisfaction (partial or complete) of a debt owed by Debtor.

2.4 Maintenance of Security Interest; Purchase Money Security Interests. Debtor shall take any action requested by Secured Party to preserve the Collateral and to establish the value of, the priority of, to perfect, to continue the perfection of or to enforce Secured Party's interest in the Collateral and Secured Party's rights under this Agreement; and shall pay all costs and expenses related thereto. Debtor shall also cooperate with Secured Party in obtaining control (for purposes of perfection under the applicable Uniform Commercial Code) of Collateral consisting of deposit accounts, investment property, letter of credit rights, electronic chattel paper and any other collateral where Secured Party may obtain perfection through control. Debtor hereby authorizes Secured Party to take any and all actions described above and in place of Debtor with respect to the Collateral and hereby ratifies any such actions Secured Party has taken prior to the date of this Agreement and hereafter, which actions may include, without limitation, filing UCC financing statements and obtaining or attempting to obtain control agreements from holders of the Collateral. Debtor and Secured Party intend to maintain the full effect of any purchase money security interest granted in favor of Secured Party notwithstanding the fact that the Collateral so purchased is also pledged as security for other Obligations under the Loan Documents.

2.5 Collateral Inspections; Modifications and Changes in Collateral. At reasonable times, Secured Party may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of such records at Debtor's expense; and Debtor shall assist Secured Party in so doing. Without Secured Party's prior written consent, Debtor shall not alter, modify, discount, extend, renew or cancel any Collateral, except for discounts on accounts made in the ordinary course of business, physical modifications to the inventory occurring in the manufacturing process or alterations to equipment which do not materially affect its value. Debtor shall promptly notify Secured Party in writing of any material change in the condition of the Collateral and of any change in location of the Collateral.

2.6 Collateral Records, Reports and Statements. Debtor shall keep accurate and complete records respecting the Collateral in such form as Secured Party may approve. At such times as Secured Party may require, Debtor shall furnish to Secured Party any records/information Secured Party might require, including, without limitation, a statement certified by Debtor and in such form and containing such information as may be prescribed by Secured Party showing the current status and value of the Collateral.

2.7 Chattel Paper, Instruments, Etc. Chattel paper, instruments, drafts, notes, acceptances, and other documents which constitute Collateral shall be on forms satisfactory to Secured Party. Debtor shall promptly mark chattel paper to indicate conspicuously Secured Party's security interest therein, shall not deliver any chattel paper or negotiable instruments to any other

entity and, upon request, shall deliver all original chattel paper, instruments, drafts, notes, acceptances and other documents which constitute Collateral to Secured Party.

2.8 United States Government Contracts. If any accounts or contract rights arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor shall promptly notify Secured Party and execute any writings required by Secured Party so that all money due or to become due under such contracts shall be assigned to Secured Party under the Federal Assignment of Claims Act.

2.9 Environmental Matters. Except as disclosed in a written schedule attached to this Agreement (if no schedule is attached, there are no exceptions), there exists no uncorrected violation by Debtor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" shall mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. Debtor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that Debtor (i) has violated any Environmental Laws; (ii) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (iii) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. There are not now, nor to Debtor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by Debtor during the periods that Debtor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To Debtor's knowledge, there are no proposed changes in Environmental Laws which would adversely affect Debtor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject Debtor to Remedial Action or other liability. Debtor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide Secured Party, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by Debtor or Remedial Action or other response by or on the part of Debtor under Environmental laws, or which seeks damages or civil, criminal or punitive penalties from Debtor for an alleged violation of Environmental Laws.

2.10 Insurance. Debtor will maintain insurance to such extent, covering such risks and with such insurers as is usual and customary or businesses operating similar properties, and as is satisfactory to Secured Party, including insurance for fire and other risks insured against by extended or comprehensive coverage, public liability insurance and workers' compensation insurance; and will designate Secured Party as loss payee with a "Lender's Loss Payable" endorsement on any casualty policies and take such other action as Secured Party may reasonably request to ensure that Secured Party will receive (subject to no other interests) the insurance proceeds of the Collateral. Debtor hereby assigns all insurance proceeds to and irrevocably directs,

while any Obligations remain unpaid, any insurer to pay to Secured Party the proceeds of all such insurance and any premium refund; and authorizes Secured Party to endorse Debtor's name to effect the same, to make, adjust or settle, in Debtor's name, any claim on any insurance policy relating to the Collateral; and, if no event of default has occurred which remains uncured, then Secured Party shall allow such proceeds and refunds to be applied first to restoration of the Collateral and then to the at the option of Secured Party, to the Obligations and thereafter, any remaining proceeds and refunds shall be delivered to Debtor. Provided, however, if an event of default has occurred and remains uncured, then Secured Party, at its option, may apply such proceeds and refunds to the Obligations, returning any excess to Debtor. In the event of any failure of the Debtor to obtain or maintain any insurance required hereunder, the Secured Party shall have the authority, but not the obligation, to obtain any such insurance coverage, and the Debtor shall immediately reimburse the Secured Party for the cost thereof, together with interest on such amount at the highest rate of interest then accruing on any of the Obligations.

ARTICLE III. COLLECTIONS

3.1 **Deposit with Secured Party.** Upon the occurrence of any event of default which remains uncured, Secured Party may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the business day following the day of their receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such times as Secured Party shall determine.

ARTICLE IV. RIGHTS AND DUTIES OF SECURED PARTY

In addition to all other rights (including setoff) and duties of Secured Party under the Loan Documents which are expressly incorporated herein as a part of this Agreement, the following provisions shall also apply:

4.1 **Authority to Perform for Debtor.** Debtor presently appoints any officer of Secured Party as Debtor's attorney-in-fact (coupled with an interest and irrevocable while any Obligations remain unpaid) to do any of the following upon default by Debtor hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between Debtor and Secured Party): (i) to file, endorse or place the name of Debtor on any invoice or document of title relating to accounts, drafts against customers, notices to customers, notes, acceptances, assignments of government contracts, instruments, financing statements, checks, drafts, money orders, insurance claims or payments or other documents evidencing payment or a security interest relating to the Collateral; (ii) to receive, open and dispose of all mail addressed to Debtor and to notify the Post Office authorities to change the address for delivery of mail addressed to Debtor to an address designated by Secured Party; (iii) to do all such other acts and things necessary to carry out Debtor's duties under this Agreement and the other Loan Documents; and (iv) to perfect, protect and/or realize upon Secured Party's interest in the Collateral. If the Collateral includes funds or property in depository accounts, Debtor authorizes each of its depository institutions to remit to Secured Party, without liability to Debtor, all of Debtor's funds on deposit

with such institution upon written direction by Secured Party after default by Debtor hereunder. All acts by Secured Party are hereby ratified and approved, and Secured Party shall not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

4.2 **Verification and Notification; Secured Party's Rights.** Secured Party may verify Collateral in any manner, and Debtor shall assist Secured Party in so doing. Upon the occurrence of a default hereunder, Secured Party may at any time and Debtor shall, upon request of Secured Party, notify the account debtors to make payment directly to Secured Party; and Secured Party may enforce collection of, sell, settle, compromise, extend or renew the indebtedness of account debtors; all without notice to or the consent of Debtor. Until account debtors are so notified, Debtor, as agent of Secured Party, shall make collections on the Collateral. Secured Party may at any time notify any bailee possessing Collateral to turn over the Collateral to Secured Party.

4.3 **Collateral Preservation.** Secured Party shall use reasonable care in the custody and preservation of any Collateral in its physical possession but in determining such standard of reasonable care, Debtor expressly acknowledges that Secured Party has no duty to: (i) insure the Collateral against hazards; (ii) ensure that the Collateral will not cause damage to property or injury to third parties; (iii) protect it from seizure, theft or conversion by third parties, third parties' claims or acts of God; (iv) give to Debtor any notices received by Secured Party regarding the Collateral; (v) perfect or continue perfection of any security interest in favor of Debtor; (vi) perform any services, complete any work-in-process or take any other action in connection with the management or maintenance of the Collateral; or (vii) sue or otherwise effect collection upon any accounts even if Secured Party shall have made a demand for payment upon individual account debtors. Notwithstanding any failure by Secured Party to use reasonable care in preserving the Collateral, Debtor agrees that Secured Party shall not be liable for consequential or special damages arising therefrom.

ARTICLE V. DEFAULTS AND REMEDIES

Secured Party may enforce its rights and remedies under this Agreement upon default. A default shall occur if Debtor fails to comply with the terms of any Loan Documents (including this Agreement or any guaranty by Debtor), a demand for payment is made under a demand loan, or any other obligor fails to comply with the terms of any Loan Documents for which Debtor has given Secured Party a guaranty or pledge.

5.1 **Cumulative Remedies; Notice; Waiver.** In addition to the remedies for default set forth in the Loan Documents, Secured Party upon default shall have all other rights and remedies for default provided by the applicable Uniform Commercial Code, as well as any other applicable law and this Agreement, including, without limitation, the right to repossess, render unusable and/or dispose of the collateral without judicial process. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which Secured Party would otherwise have. With respect to such rights and remedies:

- (a) **Assembling Collateral; Storage; Use of Debtor's Name/Other Property.** Secured Party may require Debtor to assemble the Collateral and to make available to Secured Party at any convenient place designated by Secured Party. Debtor recognizes that Secured Party

will not have an adequate remedy in Law if this obligation is breached and accordingly, Debtor's obligation to assemble the Collateral shall be specifically enforceable. Secured Party shall have the right to take immediate possession of said Collateral and Debtor irrevocably authorizes Secured Party to enter any of the premises wherever said Collateral shall be located, and to store, repair, maintain, assemble, manufacture, advertise and sell, lease or dispose of (by public sale or otherwise) the same on said premises until sold, all without charge or rent to Secured Party. Secured Party is hereby granted an irrevocable license to use, without charge, Debtor's equipment, inventory, labels, patents, copyrights, franchises, names, trade secrets, trade names, trademarks and advertising matter and any property of a similar nature; and Debtor's rights under all licenses and franchise agreements shall inure to Secured Party's benefit. Further, Debtor releases Secured Party from obtaining a bond or surety with respect to any repossession and/or disposition of the Collateral.

- (b) **Notice of Disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement, at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice but less notice may be reasonable under the circumstances. Notification to account debtors by Secured Party shall not be deemed a disposition of the Collateral. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.
- (c) **Possession of Collateral/Commercial Reasonableness.** Secured Party shall not, at any time, be obligated to either take or retain possession or control of the Collateral. With respect to Collateral in the possession or control of Secured Party, Debtor and Secured Party agree that as a standard for determining commercial reasonableness, Secured Party need not liquidate, collect, sell or otherwise dispose of any of the Collateral if Secured Party believes, in good faith, that disposition of the Collateral would not be commercially reasonable, would subject Secured Party to third-party claims or liability, that other potential purchasers could be attracted or that a better price could be obtained if Secured Party held the Collateral for up to two (2) years. Secured Party may sell Collateral without giving any warranties and may specifically disclaim any warranties of title or the like. Furthermore, Secured Party may sell the Collateral on credit (and reduce the Obligations only when payment is received from the buyer), at wholesale and/or with or without an agent or broker; and Secured Party need not complete, process, repair, clean-up or otherwise prepare the Collateral prior to disposition. If the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the cash proceeds of the sale. Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.
- (d) **Waiver by Debtor.** Secured Party has no obligation and Debtor waives any obligation to attempt to satisfy the Obligations by collecting the obligations from any third parties and Secured Party may release, modify or waive any collateral provided by any third party to secure any of the Obligations, all without affecting Secured Party's rights against Debtor.

Debtor further waives any obligation on the part of Secured Party to marshal any assets in favor of Debtor or in payment of the Obligations. Notwithstanding any provisions in this Agreement or any other agreement between Debtor and Secured Party, Debtor does not waive any statutory rights except to the extent that the waiver thereof is permitted by law.

- (e) **Waiver by Secured Party.** Secured Party may permit Debtor to attempt to remedy any default without waiving its rights and remedies hereunder, and Secured Party may waive any default without waiving any other subsequent or prior default by Debtor. Furthermore, delay on the part of Secured Party in exercising any right, power or privilege hereunder or at law shall not operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension shall be deemed to have occurred unless Secured Party has expressly agreed in writing specifying such waiver or suspension.
- (f) **Governing Law.** This Agreement has been negotiated, executed and delivered in the State of Nebraska and shall be governed by and interpreted in accordance with the internal laws of the State of Nebraska (regardless of conflict of laws principles or the place of business, residence, location or domicile of the Debtor or any constituent principal thereof), except to the extent superseded by Federal law. The Debtor agrees that the laws or procedural rules of any jurisdiction except for Nebraska purporting to limit or affect the Secured Party's ability to enforce its rights as set forth in this Agreement or the other Loan Documents (including, without limitation, any fair value, security-first, security-only, one-action or anti-deficiency provisions) are not applicable to the enforcement of the Secured Party's rights under this Agreement or the other Loan Documents. Debtor intends and understands that the Secured Party will rely upon the agreements in the foregoing sentences in making credit accommodations available to Debtor and specifically acknowledges that the Secured Party may institute an action on any Obligation of Debtor before selling any collateral, or bring an action to recover a deficiency following the sale of any collateral.
- (g) **Waiver of Jury Trial. THE DEBTOR AND THE SECURED PARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE DEBTOR AND THE SECURED PARTY EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has executed this SECURITY AGREEMENT to be effective April 30, 2021.

DEBTOR:

AFCO PERFORMANCE GROUP, LLC, a
Nebraska limited liability company

By: Speedway Motors, Inc., a Nebraska
corporation, Manager

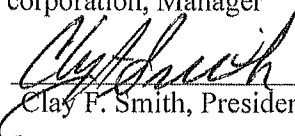
By: 
Clay F. Smith, President




Exhibit "A"

Patents and Patent Applications and Trademarks

U.S. Patents:

Title	Filing Status Filing Date Publication No.	Issue Date Patent No. Expiration Date	Next Obligation	Due Date
Air-Bag Suspension System	Status: Issued Filed: 7/1/2002 Serial #: 10/187528	Issued: 6/14/2005 Pat. #: 6,905,126 Expires: 7/1/2022	None	None
Suspension Component For Utility Vehicles	Status: Pending Filed: 9/2/2020 Serial #: 17/010148	n/a	None	None
Motorcycle Air Bag Suspension	Status: Issued Filed: 1/3/2001 Serial #: 09/753,591	Issued: 9/21/2010 Pat. #: 7,798,295 Expired: 1/3/2021	None	None
Vehicle Suspension Element	Status: Issued Filed: 5/19/2015 Serial #: 14/716494	Issued: 3/22/2016 Pat. #: 9,290,231 Expires: 5/19/2035	7.5 Year Maintenance Fee	9/22/2023
Motorcycle Air Bag Suspension	Status: Issued Filed: 9/16/2010 Serial #: 12/883,456	Issued: 11/13/2012 Pat. #: 8,307,963 Expired: 1/3/2021	None	None

U.S. Trademarks:

Description	Filing Status Filing Date Publication No.	Issue Date Registration No.	Next Obligation	Due Date
LEGEND REVO WWW.LEGENDSUSPENSIONS.COM & Design 	Status: Registered Filed: 12/12/2013 Serial #: 86/141748	Registered: 3/3/2015 Reg. No: 4697039	Section 8 Renewal Due	3/3/2021
L LEGEND WWW.LEGENDSUSPENSIONS.COM & Design 	Status: Registered Filed: 6/3/2015 Serial #: 86/650673	Registered: 5/31/2016 Reg. No: 4970442	Section 15 Renewal Due	5/31/2022
L & Design 	Status: Registered Filed: 6/3/2015 Serial #: 86/650909	Registered: 8/16/2016 Reg. No: 5023753	Section 8 Renewal Due	8/16/2022
AXEO	Status: Registered Filed: 6/24/2015 Serial #: 86/673319	Registered: 8/16/2016 Reg. No: 5023836	Section 8 Renewal Due	8/16/2022

LEGEND	Status: Registered Filed: 2/25/2006 Serial #: 78/823431	Registered: 12/25/2012 Reg. No: 4262877	File Trademark Renewal	12/25/2022
AXEO L & Design 	Status: Registered Filed: 11/6/2015 Serial #: 86/812060	Registered: 1/10/2017 Reg. No: 5120823	Section 8 Renewal Due-USA	1/10/2023
LEGEND	Status: Registered Filed: 11/30/2011 Serial #: 85/484300	Registered: 5/21/2013 Reg. No: 4337065	File Trademark Renewal	5/21/2023
AIRST L WWW.LEGENDSUSPENSIONS.COM 	Status: Registered Filed: 3/21/2017 Serial #: 87/379705	Registered: 11/7/2017 Reg. No: 5327562	Section 8 Renewal Due	11/7/2023
AIRA L WWW.LEGENDSUSPENSIONS.COM 	Status: Registered Filed: 3/21/2017 Serial #: 87/379604	Registered: 11/7/2017 Reg. No: 5327554	Section 8 Renewal Due	11/7/2023
AIR L WWW.LEGENDSUSPENSIONS.COM 	Status: Registered Filed: 11/16/2016 Serial #: 87/239495	Registered: 1/23/2018 Reg. No: 5387941	Section 8 Renewal Due	1/23/2024
REVO	Status: Registered Filed: 7/9/2013 Serial #: 86/005553	Registered 10/14/2014 Reg. No: 4622125	File Trademark Renewal	10/14/2024
REVO ARC (word mark)	Status: Registered Filed: 3/6/2020 Serial #: 88/824308	Registered: 9/22/2020 Reg. No: 6157630	Section 8 Renewal Due	9/22/2026
REVO-A (word mark)	Status: Registered Filed: 3/6/2020 Serial #: 88/823758	Registered: 9/22/2020 Reg. No: 6157609	Section 8 Renewal Due-USA	9/22/2026
REVO-A WWW.LEGENDSUSPENSIONS.COM & Design 	Status: Registered Filed: 3/11/2020 Serial #: 88/830325	Registered: 9/22/2020 Reg. No: 6158065	Section 8 Renewal Due-USA	9/22/2026

Foreign Trademarks:

Description	Country/ Office	Filing Status Filing Date Publication No.	Issue Date Registration No.	Next Obligation
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