

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RACE WINNING BRANDS, INC.		11/16/2021	Corporation: DELAWARE
REKLUSE RACING, LLC		11/16/2021	Limited Liability Company: DELAWARE
MANLEY PERFORMANCE PRODUCTS, INC.		11/16/2021	Corporation: DELAWARE
DART MACHINERY, LTD.		11/16/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Serial Number:	90844532	PRO TRU
Registration Number:	1447146	PRO TRU
Registration Number:	2052191	PRO-LITE
Serial Number:	90148254	PINK PISTON PROJECT
Serial Number:	88439416	PRO SEAL
Registration Number:	5523475	
Registration Number:	5295816	BOOSTLINE CONNECTING RODS
Registration Number:	2379957	PRO 1
Registration Number:	2446358	LITTLE M
Registration Number:	2793526	BIG CHIEF
Registration Number:	2793527	LITTLE CHIEF
Registration Number:	4364513	LSNEXT
Registration Number:	2735722	DART
Registration Number:	2788939	DART

CH \$1665.00 90844532

Property Type	Number	Word Mark
Registration Number:	2941088	DIAMOND RACING PRODUCTS
Registration Number:	2026896	SPINTRON
Registration Number:	2141768	SPIN TRON
Registration Number:	1985999	SPORTSMAN RACING PRODUCTS
Registration Number:	2318401	JE
Registration Number:	2363165	JE PISTONS
Registration Number:	4426106	JE PRO SEAL
Registration Number:	2981819	JE PRO SEAL
Registration Number:	3150435	SRP SPORTSMAN RACING PRODUCTS
Registration Number:	3393654	PRO SERIES PISTONS
Registration Number:	3599510	SRP PROFESSIONAL
Registration Number:	3711371	TUFF SKIRT
Registration Number:	3681455	TUFF SKIRT
Registration Number:	5735598	MASTERS OF MOTORS
Registration Number:	1875049	MANLEY
Registration Number:	1007074	MANLEY
Registration Number:	1880382	SEVERE DUTY
Registration Number:	1907074	SPORTSMASTER
Registration Number:	2135082	NEXTEK
Registration Number:	2377785	TOUR LITE
Registration Number:	2421105	BEAD LOC
Registration Number:	5075526	TURBO TUFF
Serial Number:	90612278	MGP
Serial Number:	90254063	PROX
Registration Number:	2529537	PROX
Serial Number:	90711065	PROX
Registration Number:	5807328	RACE WINNING BRANDS
Serial Number:	90148356	PINK PISTON PROJECT
Registration Number:	5832242	THE KNIFE
Serial Number:	90184815	HORSE POWER STUDIOS
Serial Number:	87046860	RACER'S CHOICE
Registration Number:	3603508	ONE NAME. ONE SOLUTION.
Registration Number:	4542574	REKLUSE
Registration Number:	4813723	TORQDRIVE
Registration Number:	3352306	Z-START
Registration Number:	3352305	REKLUSE
Registration Number:	3329462	PROSTART
Registration Number:	3538947	A BETTER RIDE

Property Type	Number	Word Mark
Serial Number:	86290281	THIN FRICTION
Serial Number:	90286712	REKLUSE
Registration Number:	1761238	TREND
Registration Number:	1762710	TREND
Registration Number:	1761237	ONE-PIECE HIGH PERFORMANCE PUSH RODS TRE
Registration Number:	5695478	TREND PERFORMANCE
Registration Number:	0941402	WISECO
Registration Number:	5735592	W WISECO TRACKER
Registration Number:	3460351	W
Registration Number:	3681129	WISECO ARMORGLIDE
Registration Number:	1905333	WISECO
Registration Number:	4467727	ARMORPLATING
Registration Number:	5370158	PRO TRU STREET
Registration Number:	5644452	PERFECT SKIRT

CORRESPONDENCE DATA

Fax Number:

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: 3127646944
Email: TMaloney@KSLaw.com
Correspondent Name: Timothy Maloney
Address Line 1: 110 North Wacker Drive, Suite 3800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	C/M#: 23743/515037
NAME OF SUBMITTER:	Timothy Maloney
SIGNATURE:	/Timothy Maloney/
DATE SIGNED:	11/16/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders, the Swingline Lender and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 16, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the Lenders, the Swingline Lender and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders, the Swingline Lender and the L/C Issuers, the Lenders, the Swingline Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 16, 2021 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each 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 Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with 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 Agent for the benefit of the Secured Parties, and grants to 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 (the “Trademark Collateral”):

(a) all of its Trademarks included in the Collateral, including, without limitation, those 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, Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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 Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This 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 5. Governing Law. This 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.

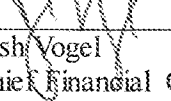
Section 6. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of 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 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 Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

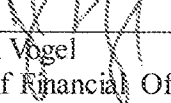
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

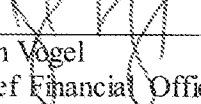
RACE WINNING BRANDS, INC.

By: 
Name: Josh Vogel
Title: Chief Financial Officer and Secretary

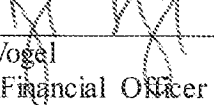
REKLUSE RACING, LLC

By: 
Name: Josh Vogel
Title: Chief Financial Officer and Secretary

MANLEY PERFORMANCE PRODUCTS, INC.

By: 
Name: Josh Vogel
Title: Chief Financial Officer and Secretary

DART MACHINERY, LTD.

By: 
Name: Josh Vogel
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: LD Spencer

Name: Lofton Spencer

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]




TRADEMARK
REEL: 007496 FRAME: 0228



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations


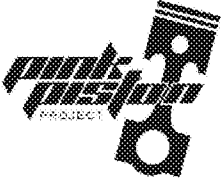

1. REGISTERED TRADEMARKS

Mark	Country	Appl. No. / Filing Date	Reg. No. / Reg. Date	Registered Owner	Legal Status
PRO TRU	United States	90844532 07/23/2021	-	Race Winning Brands, Inc.	Pending
ProTru (and Design) 	United States	73627530 10/29/1986	1447146 7/14/1987	Race Winning Brands, Inc.	Cancelled
Pro-Lite	United States	75031566 12/12/1995	2052191 4/15/1997	Race Winning Brands, Inc.	Renewed
PINK PISTON PROJECT	United States	90148254 08/31/2020	-	Race Winning Brands, Inc.	Pending
PRO SEAL	United States	88439416 05/21/2019	-	Race Winning Brands, Inc.	Pending
 (Design)	United States	87709144 12/05/2017	5523475 07/24/2018	Rekluse Racing, LLC	Registered
Boostline Connecting Rods (and Design)	United States	87333870 2/13/2017	5295816 9/26/2017	Race Winning Brands, Inc.	Registered
Boostline Connecting Rods (and Design) 	United States	87333870 2/13/2017	5295816 9/26/2017	Race Winning Brands, Inc.	Registered
Pro 1	United States	75514595 7/7/1998	2379957 8/22/2000	Dart Machinery, Ltd.	Renewed




Mark	Country	Appl. No. / Filing Date	Reg. No. / Reg. Date	Registered Owner	Legal Status
Little M	United States	76016949 4/4/2000	2446358 4/24/2001	Dart Machinery, Ltd.	Renewed
Big Chief	United States	76128236 9/14/2000	2793526 12/16/2003	Dart Machinery, Ltd.	Renewed
Little Chief	United States	76128237 9/14/2000	2793527 12/16/2003	Dart Machinery, Ltd.	Renewed
LSNEXT	United States	85780285 11/15/2012	4364513 7/9/2013	Dart Machinery, Ltd.	Renewed
Dart	United States	75360621 9/22/1997	2735722 7/15/2003	Dart Machinery, Ltd.	Renewed
Dart (and Design) 	United States	78201213 1/8/2003	2788939 12/2/2003	Dart Machinery, Ltd.	Renewed
Diamond Racing Products (and Design) 	United States	76473189 12/6/2002	2941088 4/19/2005	Race Winning Brands, Inc.	Renewed
Spintron (and Design) 	United States	75029723 12/8/1995	2026896 12/31/1996	Race Winning Brands, Inc.	Renewed
Spin Tron	United States	75029990 12/8/1995	2141768 3/10/1998	Race Winning Brands, Inc.	Renewed
Sportsman Racing Products	United States	74454664 11/5/1993	1985999 7/9/1996	Race Winning Brands, Inc.	Renewed
JE	United States	75558072 9/24/1998	2318401 2/15/2000	Race Winning Brands, Inc.	Renewed
JE Pistons (and Design) 	United States	75533364 8/10/1998	2363165 6/27/2000	Race Winning Brands, Inc.	Renewed

Mark	Country	Appl. No. / Filing Date	Reg. No. / Reg. Date	Registered Owner	Legal Status
JE Pro Seal	United States	85524021 1/24/2012	4426106 10/29/2013	Race Winning Brands, Inc.	Registered
JE Pro Seal	United States	78240310 4/21/2003	2981819 8/2/2005	Race Winning Brands, Inc.	Renewed
SRP Sportsman Racing Products (and Design) 	United States	78304057 9/23/2003	3150435 10/3/2006	Race Winning Brands, Inc.	Renewed
Pro Series Pistons	United States	77125830 3/8/2007	3393654 3/4/2008	Race Winning Brands, Inc.	Renewed
SRP Professional (and Design) 	United States	77317996 10/31/2007	3599510 3/31/2009	Race Winning Brands, Inc.	Renewed
Tuff Skirt	United States	77649017 1/14/2009	3711371 11/17/2009	Race Winning Brands, Inc.	Renewed
Tuff Skirt	United States	78372682 2/23/2004	3681455 9/8/2009	Delaware Capital Formation, Inc.	Cancelled
Masters of Motors	United States	88100320 8/31/2018	5735598 4/23/2019	Race Winning Brands, Inc.	Registered
Manley	United States	74470797 12/17/1993	1875049 1/24/1995	Manley Performance Products, Inc.	Renewed
Manley	United States	72449906 2/27/1973	1007074 3/18/1975	Manley Performance Products, Inc.	Renewed
Severe duty	United States	74470796 12/17/1993	1880382 2/28/1995	Manley Performance	Renewed

Mark	Country	Appl. No. / Filing Date	Reg. No. / Reg. Date	Registered Owner	Legal Status
				Products, Inc.	
SPORTSMASTER	United States	74470795 12/17/1993	1907074 7/25/1995	Manley Performance Products, Inc.	Renewed
Nextek	United States	75172399 9/26/1996	2135082 2/3/1998	Manley Performance Products, Inc.	Renewed
Tour Lite	United States	75838775 11/3/1999	2377785 8/15/2000	Manley Performance Products, Inc.	Renewed
Bead Loc	United States	75838777 11/3/1999	2421105 1/16/2001	Manley Performance Products, Inc.	Renewed
Turbo Tuff	United States	76718566 10/16/2015	5075526 11/8/2016	Manley Performance Products, Inc.	Registered
MGP	United States	90612278 3/30/2021	-	Race Winning Brands, Inc.	Pending
ProX	United States	90254063 10/14/2020	-	Race Winning Brands Europe B.V.	Pending
ProX	United States	76139509 10/3/2000	2529537 1/15/2002	PROX INTER B.V..	Renewed
PROX	United States	90711065 05/14/2021	-	Race Winning Brands Europe B.V.	Pending
RACE WINNING BRANDS (and Design) 	United States	87367099 3/10/2017	5807328 7/16/2019	Race Winning Brands, Inc.	Registered

Mark	Country	Appl. No. / Filing Date	Reg. No. / Reg. Date	Registered Owner	Legal Status
Race Winning Brands (and Design) 	United States	87367099 3/10/2017	5807328 7/16/2019	Race Winning Brands, Inc.	
Pink Piston project (and Design) 	United States	90148356 8/31/2020	-	Race Winning Brands, Inc.	Pending
The Knife	United States	88209928 11/29/2018	5832242 8/13/2019	Race Winning Brands, Inc.	Registered
Horse Power Studios	United States	90184815 9/16/2020	-	Race Winning Brands, Inc.	Abandoned
Racer's Choice	United States	87046860 5/23/2016	-	Race Winning Brands, Inc.	Abandoned
One Name. One Solution.	United States	77281105 9/17/2007	3603508 4/7/2009	Race Winning Brands, Inc.	Renewed
Rekluse (and Design) 	United States	86058400 9/7/2013	4542574 6/3/2014	Rekluse Racing, LLC	Registered
TorqDrive	United States	86189042 2/10/2014	4813723 9/15/2015	Rekluse Racing, LLC	Registered
Z-Start	United States	78935038 7/21/2006	3352306 12/11/2007	Rekluse Racing, LLC	Renewed
Rekluse	United States	78935010 7/21/2006	3352305 12/11/2007	Rekluse Racing, LLC	Renewed
ProStart	United States	78935058 7/21/2006	3329462 11/6/2007	Rekluse Racing, LLC	Cancelled

Mark	Country	Appl. No. / Filing Date	Reg. No. / Reg. Date	Registered Owner	Legal Status
A Better Ride	United States	78941927 8/1/2006	3538947 11/25/2008	Rekluse Racing, LLC	Cancelled
Thin Friction	United States	86290281 5/23/2014	-	Rekluse Motor Sports, INC,	Abandoned
Rekluse	United States	90286712 10/29/2020	-	Rekluse Racing, LLC	Abandoned
Trend (and Design) 	United States	74286253 6/19/1992	1761238 3/30/1993	Race Winning Brands, Inc.	Renewed
Trend	United States	74286252 6/19/1992	1762710 4/6/1993	Race Winning Brands, Inc.	Renewed
One Piece high performance pushrods Trend (and Design) 	United States	74286251 6/19/1992	1761237 3/30/1993	Race Winning Brands, Inc.	Renewed
Trend Performance (and Design) 	United States	88007880 6/20/2018	5695478 3/12/2019	Race Winning Brands, Inc.	Registered
Wiseco	United States	72371320 9/21/1970	941402 8/22/1972	Race Winning Brands, Inc.	Renewed
Wiseco Tracker (Design) 	United States	88087924 8/22/2018	5735592 4/23/2019	Race Winning Brands, Inc.	Registered
W (Design) 	United States	77159144 4/18/2007	3460351 7/8/2008	Race Winning Brands, Inc.	Renewed
Wiseco Armorglide (and Design)	United States	77522461 7/15/2008	3681129 9/8/2009	Race Winning Brands, Inc.	Renewed

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WISECO (and Design) 	United States	74535605 06/09/1994	1905333 07/18/1995	Race Winning Brands, Inc.	Renewed
ArmorPlating	United States	85822716 1/14/2013	4467727 1/14/2014	Race Winning Brands, Inc.	Registered
ProTru Street (and Design) 	United States	87525318 7/12/2017	5370158 1/2/2018	Race Winning Brands, Inc.	Registered
Tuff Skirt	United States	77649017 1/14/2009	3711371 11/17/2009	Race Winning Brands, Inc.	
Perfect Skirt	United States	87478851 6/7/1017	5644452 1/1/2019	Race Winning Brands, Inc.	Registered