

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691941

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|--|
| Pertronix, LLC | | 12/01/2021 | Limited Liability Company: DELAWARE |
| Aeromotive, LLC | | 12/01/2021 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | MADISON CAPITAL FUNDING LLC, as administrative agent |
| Street Address: | 227 West Monroe Street, Suite 5400 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Limited Liability Company: ILLINOIS |

PROPERTY NUMBERS Total: 32

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 97026990 | SPIRO PRO |
| Serial Number: | 90398362 | PERTRONIX |
| Serial Number: | 90398354 | PERTRONIX |
| Serial Number: | 90398348 | THE ORIGINAL DOUG'S HEADERS S/S DOUG'S H |
| Serial Number: | 90398339 | DOUG'S HEADERS |
| Serial Number: | 87126424 | COMPU-FIRE |
| Serial Number: | 87506940 | FLAME-THROWER HP |
| Serial Number: | 87506937 | DIGITAL HP |
| Serial Number: | 86584224 | THUNDERVOLT |
| Serial Number: | 86112060 | 9MM FIREPOWER |
| Serial Number: | 85824629 | VIBE-LOCK |
| Serial Number: | 85669725 | VERTEX |
| Serial Number: | 85887095 | JBA |
| Serial Number: | 77282323 | FLAME-THROWER |
| Serial Number: | 76696947 | VARAFLOW |
| Serial Number: | 76331654 | SECOND STRIKE |
| Serial Number: | 76331652 | SMITHY'S |

CH \$815.00 97026990

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 76720008 | PATRIOT |
| Serial Number: | 75885628 | TAYLOR |
| Serial Number: | 75877597 | FULL METAL JACKET |
| Serial Number: | 75415277 | |
| Serial Number: | 75376956 | SPYKE |
| Serial Number: | 75376955 | UNLESS YOU'RE THE LEAD DOG, THE VIEW NEV |
| Serial Number: | 75102389 | FLAME-THROWER |
| Serial Number: | 73177064 | IGNITOR |
| Serial Number: | 97024276 | WRC WATERMAN RACING COMPONENTS |
| Serial Number: | 97024274 | WATERMAN |
| Serial Number: | 88168033 | TRIFEKTA |
| Serial Number: | 86964262 | LITTLE JIMMY |
| Serial Number: | 85692328 | A AEROMOTIVE |
| Serial Number: | 76076598 | A |
| Serial Number: | 76076575 | AEROMOTIVE |

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 21693807 |
| NAME OF SUBMITTER: | William R. Siegel |
| SIGNATURE: | /william r siegel/ |
| DATE SIGNED: | 12/02/2021 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of December 1, 2021 is made by each Person listed on the signature pages hereof as a “Grantor” (each a “Grantor” and, collectively, the “Grantors”) in favor of MADISON CAPITAL FUNDING LLC, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to herein.

WHEREAS, ACCELERATE AUTO WORKS PARENT, LLC, a Delaware limited liability company (“Holdings”), ACCELERATE AUTO WORKS INTERMEDIATE, LLC, a Delaware limited liability company (the “Borrower”), the other Persons (as defined therein) party thereto that are designated as a “Credit Party”, Agent, each Lender from time to time party thereto and each other party thereto have entered into that certain Credit Agreement dated as of December 1, 2021, 2021 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of the Closing Date, among each Person party thereto as an Initial Grantor and Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law) and the goodwill associated with such Trademarks.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect,

absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

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

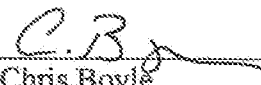
PERTRONIX, LLC, a Delaware limited liability company, as a Grantor

By:


Name: Chris Boyle
Title: Treasurer

AEROMOTIVE, LLC, a Delaware limited liability company, as a Grantor

By:


Name: Chris Boyle
Title: Treasurer

**MADISON CAPITAL FUNDING LLC, as
Agent**

DocuSigned by:

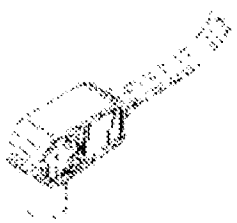
By: 

Name: Jeff Karczynski

Title: Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

| Registered owner/ Grantor | Trademark | Application No. | Registration No. |
|--------------------------------------|--|------------------------|-------------------------|
| Pertronix, LLC | SPIRO PRO | 97026990 | |
| Pertronix, LLC | PERTRONIX | 90398362 | 6509773 |
| Pertronix, LLC | PERTRONIX | 90398354 | 6509771 |
| Pertronix, LLC | THE ORIGINAL DOUG'S HEADERS S/S DOUG'S HEADERS | 90398348 | |
| Pertronix, LLC | DOUG'S HEADERS | 90398339 | |
| Pertronix, LLC | COMPU-FIRE | 87126424 | 5165442 |
| Pertronix, LLC | FLAME-THROWER HP | 87506940 | 5587350 |
| Pertronix, LLC | DIGITAL HP | 87506937 | 5482903 |
| Pertronix, LLC | THUNDERVOLT | 86584224 | 5020152 |
| Pertronix, LLC | 9MM FIREPOWER | 86112060 | 4770517 |
| Pertronix, LLC | VIBE-LOCK | 85824629 | 4490407 |
| Pertronix, LLC | VERTEX | 85669725 | 4374831 |
| Pertronix, LLC | JBA | 85887095 | 4425496 |
| Pertronix, LLC | FLAME-THROWER | 77282323 | 3452719 |
| Pertronix, LLC | VARAFLOW | 76696947 | 3789025 |
| Pertronix, LLC | SECOND STRIKE | 76331654 | 2748332 |
| Pertronix, LLC | SMITHY'S | 76331652 | 2597985 |
| Pertronix, LLC | PATRIOT | 76720008 | 5382802 |
| Pertronix, LLC | TAYLOR | 75885628 | 2440598 |
| Pertronix, LLC | FULL METAL JACKET | 75877597 | 2489137 |
| Pertronix, LLC | Connector Boot Logo  | 75415277 | 2295115 |
| Pertronix, LLC | SPYKE | 75376956 | 2273526 |
| Pertronix, LLC | UNLESS YOU'RE THE LEAD DOG, THE VIEW NEVER CHANGES! | 75376955 | 2289816 |
| Pertronix, LLC | FLAME-THROWER | 75102389 | 2107938 |
| Pertronix, LLC | IGNITOR | 73177064 | 1160631 |
| Aeromotive, LLC | WRC WATERMAN RACING COMPONENTS | 97024276 | |
| Aeromotive, LLC | WATERMAN | 97024274 | |
| Aeromotive, LLC | TRIFEKTA | 88168033 | 6003544 |

| | | | |
|-----------------|--------------|----------|---------|
| Aeromotive, LLC | LITTLE JIMMY | 86964262 | 5154304 |
| Aeromotive, LLC | A AEROMOTIVE | 85692328 | 4427540 |
| Aeromotive, LLC | A | 76076598 | 2590574 |
| Aeromotive, LLC | AEROMOTIVE | 76076575 | 2751659 |