

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vortex Racing, LLC		11/30/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Zions Bancorporation, N.A. d/b/a Zions First National Bank		
Street Address:	One South Main Street, Suite 300		
Internal Address:	Corporate Banking Group		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2475676	VORTEX	
Registration Number:	3577034	VORTEX	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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>			
Phone:	312-977-4400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Elizabeth W. Baio		
Address Line 1:	70 West Madison Street, Suite 5200		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	094709-000002		
NAME OF SUBMITTER:	Elizabeth W. Baio		
SIGNATURE:	/Elizabeth W. Baio/		
DATE SIGNED:	12/03/2021		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is made and entered into as of November 30, 2021 (the "Effective Date") by and between VORTEX RACING, LLC, a Delaware limited liability company (the "Grantor"), and ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK, in its capacity as administrative agent and collateral agent (in such capacity, the "Agent") on behalf of itself and the other Secured Parties (as such term is defined in the Security Agreement referenced below), pursuant to that certain Pledge and Security Agreement dated as of the date hereof by and among Grantor, the other Grantors from time to time party thereto and Agent (as amended or modified from time to time, the "Security Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the UCC which are used herein shall have the meanings set forth in the UCC, except as expressly defined otherwise. As used herein, the term:

"Collateral" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect in the State of Utah from time to time.

"USPTO" means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations Grantor hereby grants to Agent, on behalf of itself and the other Secured Parties, a security interest in and to all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or

other mark prior to use in commerce and the filing under applicable law of a verified statement of use in commerce or amendment to allege use (or the equivalent) in commerce for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered, whether rights are held by statute or at common law, and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all extensions and renewals thereof;

(ii) to extent that any trademark applications are excluded from this granting of a security interest under Section 2(a)(i), Grantor hereby agrees a security interest in the trademark rights and the goodwill embodied within those applications shall vest in Agent upon Grantor's use of the trademark, service mark or other mark in commerce and filing of a verified statement of use in commerce or amendment to allege use in commerce with the USPTO;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Agent, on behalf of itself and the other Secured Parties, under the Security Agreement or other security documents referred to therein. The rights and remedies of Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Agent that a true and correct list of all of the existing Collateral, consisting of all trademarks, trademark registrations or applications owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable, all as may be reasonably requested by Agent, to carry out the intent and purposes of this Agreement including

any documents for filing with the USPTO or any applicable state or foreign office. Agent may record this Agreement, an abstract thereof, or any other document describing Agent's interest in the Collateral with the USPTO, at the expense of Grantor.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor authorizes Agent unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights identified by Grantor as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Agent and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provisions of the Security Agreement shall govern.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Agent (at Grantor's expense) shall promptly execute and deliver to Grantor such documents, releases and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such

security interests given by Grantor to Agent hereunder, including cancellation of this Agreement by written notice from Agent to the USPTO.

12. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

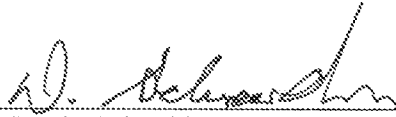
14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Grantor:

VORTEX RACING, LLC

By: 
Name: David Schneider
Title: Vice President

Agent:

ZIONS BANCORPORATION, N.A. DBA ZIONS
FIRST NATIONAL BANK

By 

Name: Matt Johnson

Title: Senior Vice President

SCHEDULE A

TO TRADEMARK SECURITY AGREEMENT

Grantor: VORTEX RACING, LLC

Agent: ZIONS BANCORPORATION, N.A. dba Zions First National Bank

Trademarks:

Mark	Country	Class and Description	Serial No.	Reg. No.	Date Issued	Action	Next Critical Date
VORTEX	USA	Class 12: Motorcycle parts, namely, sprockets and handbars	76084444	2475676	08/07/2001	20 Yr Renewal filed: 10/12/2020	Next Renewal due: 08/07/2031
VORTEX	Australia	Class 12: Motorcycle parts and accessories, not including wheels	1083458	1083458	08/16/2006	Renewal filed: 06/26/2015	Next Renewal due: 11/01/2025
VORTEX	Europe	Class 7: Motorcycle engine parts, spare parts (wearing parts) for combustion engines, toothed belts, sprockets, case covers for motorcycle motors, belt tensioning devices, joints (engine parts), exhaust pipes Class 12: Motorcycles and motorcycle accessories, motorcycle kick stands, structural parts for motorcycles, handlebars	005375324	005375324	10/29/2013	Renewal filed: 09/05/2016	Next Renewal due: 10/11/2026

VORTEX	USA	Class 7: Motorcycle engine parts, namely, guards, exhaust brackets and exhaust guards Class 12: Structural parts for motorcycles; Motorcycle parts, namely, brake pedals, clutch levers, shift levers, break levers, adjustable levers, foot controls, hand controls, clip on handle bars, handle bar control levers, rear sets, namely, foot controls, lowering links, namely, suspension links, suspension springs and tension springs for motorcycles; Motorcycle engine covers; Motorcycle accessories, namely, frame sliders and frame guards	77182315	3577034	02/17/2009	10 Yr Renewal filed: 03/02/2018	Next Renewal due: 02/17/2029
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VORTEX	China	Class 12: Motorcycle parts, namely, sprockets and handlebars	9424409	9424409	06/28/2016	Registered	Renewal due: 06/27/2026
VORTEX	Taiwan	Class 12: Motorcycle parts, namely, sprockets and handlebars	101038265	1565936	02/16/2013	Registered	Renewal due: 02/16/2023

VORTEX & design	China	Class 12: Motorcycle parts, namely, sprockets and handlebars	7492782	7492782	10/21/2010	Renewal filed: 06/27/2020	Next Renewal due: 10/20/2030
VORTEX	EU registration cloned due to Brexit	Class 7: Motorcycle engine parts, spare parts (wearing parts) for combustion engines, toothed belts, sprockets, case covers for motorcycle motors, belt tensioning devices, joints (engine parts), exhaust pipes Class 12: Motorcycles and motorcycle accessories, motorcycle kick stands, structural parts for motorcycles, handlebars for motorcycles, clutches and chains for motorcycles, race stands for motorcycles, fairing brackets for motorcycles, spools for guiding the swingarm (being part of the suspension of a motorcycle wheel), links being structural parts of the suspension of a motorcycle wheel, oil filler caps for motorcycles	00905375324	UK00905375324	10/29/2013	Renewal filed: 09/05/2016	Next Renewal due: 10/11/2026

TRADEMARK

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RECORDED: 12/03/2021