

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727570

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transgo, LLC		05/12/2022	Limited Liability Company: CALIFORNIA
RevMax Performance, LLC		05/12/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as administrative agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1999811	SK
Registration Number:	2058604	SK JUNIOR
Registration Number:	1207126	GET YOUR SHIFT TOGETHER
Registration Number:	1137823	MR. SHIFT
Registration Number:	1098070	TRANSGO
Registration Number:	1401099	SHIFT KIT
Registration Number:	1078341	TRANSGO
Registration Number:	5171401	SK-JR
Registration Number:	5171402	TRANSCO
Registration Number:	5171403	
Registration Number:	5171404	
Registration Number:	6060443	TUNELESS
Registration Number:	5944508	PRO AXIS
Registration Number:	6430897	ZEROTUNE
Registration Number:	6254273	ZEROSTAT
Registration Number:	6172747	ZEROFLEX

CH \$415.00 1999811

**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.*

**Email:** RLAVALLE@KSLAW.COM**Correspondent Name:** RYAN LA VALLE**Address Line 1:** 110 N. WACKER DRIVE**Address Line 4:** CHICAGO, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Ryan La Valle
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<b>SIGNATURE:</b>	/Ryan La Valle/
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<b>DATE SIGNED:</b>	05/12/2022
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**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2022, is made by Transgo, LLC, a California Limited Liability company ("TransGo") and RevMax Performance, LLC, a Delaware limited liability company ("RevMax") and together with Transgo, 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 Borrower, 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, the Borrower and Agent have negotiated that certain Second Amendment to Credit Agreement, dated as of April 20, 2022 (the "Second Amendment to Credit Agreement"), in order to finance the acquisition of 100% of the issued and outstanding membership interests of TPT Solutions, LLC, a Delaware limited liability company;

WHEREAS, pursuant to the Second Amendment to Credit Agreement, each Grantor has entered into that certain Joinder to Guaranty and Security Agreement, dated as of the date hereof, to join that certain Guaranty and Security Agreement, dated as of November 16, 2021 in favor of Agent (the "Guaranty and Security Agreement"), as a Grantor to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is 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 Second Amendment to Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrower 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 Grantors following any such termination, the Agent shall promptly

execute and deliver to Grantors such documents as Grantors 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.

**TRANSGO, LLC, as a Grantor**

By:   
Name: Josh Vogel  
Title: Chief Financial Officer

**REVMAX PERFORMANCE, LLC, as a Grantor**

By:   
Name: Josh Vogel  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP**, as Agent

By:   
\_\_\_\_\_  
Name: Lofton Spencer  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]


**TRADEMARK**  
**REEL: 007720 FRAME: 0330**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT



Trademark Registrations

1. REGISTERED TRADEMARKS

TRANSGO, LLC:

<u>Trademark</u>	<u>Database</u>	<u>Status</u>	<u>Reg. No./Reg Date</u> <u>(App. No./App. Date)</u>	<u>Owner Name</u>
<u>SK</u>	<u>U.S.</u> <u>Federal</u>	<u>REGISTERED</u>	<u>Registration No.</u> <u>1999811</u> <u>Registration Date:</u> <u>9/10/1996</u>	<u>TRANSGO,</u> <u>LLC</u>
<u>SK</u> ..... <u>JUNIOR</u> _____	<u>U.S.</u> <u>Federal</u>	<u>REGISTERED</u>	<u>Registration No.</u> <u>2058604</u> <u>Registration Date:</u> <u>5/6/1997</u>	<u>TRANSGO,</u> <u>LLC</u>
<u>GET YOUR SHIFT</u> <u>TOGETHER</u>	<u>U.S.</u> <u>Federal</u>	<u>REGISTERED</u>	<u>Registration No.</u> <u>1207126</u> <u>Registration Date:</u> <u>9/7/1982</u>	<u>TRANSGO,</u> <u>LLC</u>
<u>MR. SHIFT</u>	<u>U.S.</u> <u>Federal</u>	<u>REGISTERED</u>	<u>Registration No.</u> <u>1137823</u> <u>Registration Date:</u> <u>7/15/1980</u>	<u>TRANSGO,</u> <u>LLC</u>
<u>TRANSGO</u>	<u>U.S.</u> <u>Federal</u>	<u>REGISTERED</u>	<u>Registration No.</u> <u>1098070</u> <u>Registration Date:</u> <u>8/1/1978</u>	<u>TRANSGO,</u> <u>LLC</u>
<u>SHIFT KIT</u>	<u>U.S.</u> <u>Federal</u>	<u>REGISTERED</u>	<u>Registration No.</u> <u>1401099</u> <u>Registration Date:</u> <u>7/15/1986</u>	<u>TRANSGO,</u> <u>LLC</u>
	<u>U.S.</u> <u>Federal</u>	<u>REGISTERED</u>	<u>Registration No.</u> <u>1078341</u> <u>Registration Date:</u> <u>11/29/1977</u>	<u>TRANSGO,</u> <u>LLC</u>
<u>SK-JR</u>	<u>U.S.</u>	<u>Registered</u>	<u>Registration No.</u> <u>5171401</u> <u>Registration Date:</u> <u>03/28/2017</u>	<u>TRANSGO,</u> <u>LLC</u>



<u>Trademark</u>	<u>Database</u>	<u>Status</u>	<u>Reg. No./Reg Date</u> <u>(App. No./App. Date)</u>	<u>Owner Name</u>
<u>TRANSCO</u>	<u>U.S.</u>	<u>Registered</u>	<u>Registration No.5171402</u> <u>Registration Date:</u> <u>03/28/2017</u>	<u>TRANSGO, LLC</u>
	<u>U.S.</u>	<u>Registered</u>	<u>Registration No.5171403</u> <u>Registration Date:</u> <u>03/28/2017</u>	<u>TRANSGO, LLC</u>
	<u>U.S.</u>	<u>Registered</u>	<u>Registration No. 5171404</u> <u>Registration Date:</u> <u>03/28/2017</u>	<u>TRANSGO, LLC</u>
<u>TUNELESS</u>	<u>U.S.</u>	<u>Registered</u>	<u>Registration No. 6060443</u> <u>Registration Date:</u> <u>05/19/2020</u>	<u>TRANSGO, LLC</u>
<u>PRO AXIS</u>	<u>U.S.</u>	<u>Registered</u>	<u>Registration No. 5944508</u> <u>Registration Date:</u> <u>12/24/19</u>	<u>TRANSGO, LLC</u>

REVMAX PERFORMANCE, LLC:

<u>Trademark</u>	<u>Database</u>	<u>Status</u>	<u>Reg. No./Reg Date</u> <u>(App. No./App. Date)</u>	<u>Owner Name</u>
<u>ZEROTUNE</u>	<u>U.S.</u>	<u>Registered</u>	<u>6430897</u> <u>Registration Date:</u> <u>07/27/2021</u>	<u>RevMax Performance, LLC</u>
<u>ZEROSTAT</u>	<u>U.S.</u>	<u>Registered</u>	<u>6254273</u> <u>Registration Date:</u> <u>01/26/2021</u>	<u>RevMax Performance, LLC</u>
<u>ZEROFLEX</u>	<u>U.S.</u>	<u>Registered</u>	<u>6172747</u> <u>Registration Date:</u> <u>10/13/2020</u>	<u>RevMax Performance, LLC</u>