

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Omnibus Amendment to Loan Documents and Reaffirmation		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roush Holdings, LLC		07/13/2022	Limited Liability Company: MICHIGAN
Roush Enterprises, Inc.		07/13/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4693413	R	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	Suite 200		
Address Line 2:	501 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0011046-302076		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	07/20/2022		
Total Attachments: 18			
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THIRD OMNIBUS AMENDMENT TO LOAN DOCUMENTS AND REAFFIRMATION

This THIRD OMNIBUS AMENDMENT TO LOAN DOCUMENTS AND REAFFIRMATION (this "**Agreement**"), dated as of July 13, 2022 (the "**Effective Date**"), is entered into by and among ROUSH HOLDINGS, LLC, a Michigan limited liability company ("**Borrower**"), ROUSH ENTERPRISES, INC., a Michigan corporation ("**Parent**"), EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO AS A SUBSIDIARY (collectively with Parent, the "**Guarantors**" and each, a "**Guarantor**"; collectively with the Borrower but excluding Parent, the "**Loan Parties**", and each, a "**Loan Party**"; the Loan Parties collectively with Parent, the "**Subject Parties**" and each, a "**Subject Party**") and PNC BANK NATIONAL ASSOCIATION for itself and as administrative agent for Lenders (defined below) (the "**Administrative Agent**").

Background

WHEREAS, the Loan Parties, the Lenders now or hereafter party thereto (the "**Lenders**") and the Administrative Agent entered into that certain Credit Agreement, dated as of April 4, 2012, as amended and restated by that certain First Amended and Restated Credit Agreement, dated as of May 30, 2014, as further amended and restated by that certain Second Amended and Restated Credit Agreement, dated as of July 26, 2018 (including all annexes, exhibits and schedules thereto, and as from time to time further amended, restated, supplemented, replaced or otherwise modified, the "**Original Credit Agreement**");

WHEREAS, on the date hereof, the Original Credit Agreement is being amended and restated in its entirety pursuant to that certain Third Amended and Restated Credit Agreement, dated as of the date hereof, by and among the Loan Parties, the Lenders and the Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time further amended, restated, supplemented, replaced or otherwise modified, the "**Credit Agreement**");

WHEREAS, in connection with the Original Credit Agreement, (i) the Loan Parties executed and delivered, among other things, the Security Agreement, dated as of April 4, 2012 (the "**Security Agreement**"); (ii) the Subject Parties executed and delivered, among other things: (a) the Intercompany Subordination Agreement, dated as of April 4, 2012 (the "**Intercompany Subordination Agreement**"), (b) the Patent, Trademark and Copyright Security Agreement, dated as of April 4, 2012 (the "**Patent, Trademark and Copyright Security Agreement**"), (c) the Pledge Agreement, dated as of April 4, 2012 ("**Pledge Agreement**"), and (d) the Indemnity Agreement, dated as of April 4, 2012 (the "**Indemnity Agreement**"); and (iii) the Guarantors executed and delivered, among other things, the Continuing Agreement of Guaranty and Suretyship, dated as of April 4, 2012 (the "**Guaranty**" and together with the Security Agreement, the Intercompany Subordination Agreement, the Patent, Trademark and Copyright Security Agreement, the Pledge Agreement, and the Indemnity Agreement, collectively, the "**Subject Documents**" and each individually, a "**Subject Document**");

WHEREAS, each of the Subject Documents were reaffirmed and amended pursuant to that certain Omnibus Amendment to Loan Documents and Reaffirmation dated May 30, 2014 and further reaffirmed and amended pursuant to that certain Second Omnibus Amendment to

Loan Documents and Reaffirmation dated July 26, 2018, by and among the Subject Parties and the Administrative Agent;

WHEREAS, it is a condition to the Administrative Agent's and Lenders' agreement to enter into the Credit Agreement, that the Loan Parties enter into this Agreement to acknowledge, confirm, reaffirm and ratify all of the Subject Documents to which each is a party on the terms and conditions set forth herein; including without limitation, the amendments to such Subject Documents contained herein; and

WHEREAS, the Subject Parties are willing to acknowledge, confirm, reaffirm, ratify and amend the Subject Documents on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. All capitalized terms used in this Agreement and not defined herein shall have the respective defined meanings provided in the Credit Agreement and the rules of construction set forth in Section 1.2 of the Credit Agreement shall apply to this Agreement.

2. Each of the Subject Documents is hereby amended as follows:

(a) Each reference to "Credit Agreement" in the Subject Documents shall be deemed to be a reference to that certain Third Amended and Restated Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time further amended, restated, supplemented or otherwise modified), by and among the Borrower, the Administrative Agent, the Loan Parties from time to time party thereto and the Lenders from time to time party thereto.

(b) All references to "Guarantor" shall mean each of Roush Enterprises, Inc., a Michigan corporation, Roush Industries, Inc., a Michigan corporation, Roush Management, L.L.C., a Michigan limited liability company, Kovington Performance Holdings, Inc., a Michigan corporation, Roush Cleantech, LLC, a Michigan limited liability company and Roush International, LLC, a Michigan limited liability company.

3. No reference to this Agreement need be made in the Credit Agreement or in any other Loan Document, and any reference to any "Loan Document" or "Loan Documents" in any of the Subject Documents shall be deemed to be a reference to a "Loan Document" or the "Loan Documents" as amended and modified hereby, as applicable.

4. Each Subject Party reaffirms its pledges and grants of security interests, as applicable, under and subject to the terms of each of the Security Agreement, Patent, Trademark and Copyright Security Agreement and Pledge Agreement to which it is a party, as such may be amended, amended and restated, modified or otherwise supplemented on the date hereof, and hereby:

(a) reaffirms and agrees that each of the Security Agreement, Patent, Trademark and Copyright Security Agreement and Pledge Agreement to which it is a party, each as in effect

immediately prior to the date hereof is, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except as amended by this Agreement,

(b) reaffirms and agrees that each of the Security Agreement, Patent, Trademark and Copyright Security Agreement and Pledge Agreement to which it is a party and all of the applicable Collateral (as defined in the Security Agreement, Patents, Trademarks and Copyrights (as defined in the Patent, Trademark and Copyright Security Agreement) and Pledged Collateral (as defined in the Pledge Agreement) do, and shall continue to, secure the complete payment and performance when due of all of the Obligations (as defined in the Credit Agreement) subject to the terms therein, and

(c) reaffirms its grant to Administrative Agent for the benefit of the Lenders (in each case under and pursuant to the provisions of each of the Security Agreement, Patent, Trademark and Copyright Security Agreement and Pledge Agreement to which it is a party of a security interest in all of the applicable Collateral, Patents, Trademarks and Copyrights and Pledged Collateral in which a Lien is purported to be granted under the Collateral Documents to which it is a party, now owned or at any time hereafter acquired by such Subject Party, as collateral security for the payment of the Obligations (as defined in the Credit Agreement) subject to the terms therein.

The agreements and reaffirmations in this Section 4 are intended to agree, reaffirm and acknowledge that the pledges and grants of security interests contained in the Security Agreement, Patent, Trademark and Copyright Security Agreement and Pledge Agreement secure the payment of the Obligations (as defined in the Credit Agreement), and nothing herein shall be deemed to constitute a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, liabilities, or indebtedness in the Security Agreement, Patent, Trademark and Copyright Security Agreement and Pledge Agreement nor shall anything herein be deemed to supersede, modify (except as expressly amended by this Agreement), impair or otherwise limit such pledges or grants contained in the Security Agreement, Patent, Trademark and Copyright Security Agreement and Pledge Agreement.

5. Each Guarantor agrees, reaffirms and acknowledges that its obligations contained in the Guaranty secure the payment of the Obligations (as defined in the Credit Agreement), and nothing herein shall be deemed to constitute a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, liabilities, or indebtedness in the Guaranty nor shall anything herein be deemed to supersede, modify (except as expressly amended by this Agreement), impair or otherwise limit such guaranties contained in the Guaranty.

6. Each Subject Party reaffirms and agrees that the Intercompany Subordination Agreement and the Indemnity Agreement, each as in effect immediately prior to the date hereof is, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except as amended by this Agreement.

7. Each Subject Document, as amended by the terms contained herein, is and shall remain in full force and effect and shall constitute the legal, valid and binding obligations of each

Subject Party party thereto, as applicable, to the Administrative Agent and Lenders, enforceable against any Subject Party that is a party thereto, in accordance with its terms (subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity), notwithstanding (i) any amendments to, or amendments and restatements of, any such Subject Document occurring on or before the date hereof, or (ii) any other fact or circumstances.

8. Each representation and warranty made by each Subject Party under each Subject Document is true, complete and correct in all respects as of the date hereof, except to the extent such representations and warranties (a) expressly relate to an earlier date, in which case such representations and warranties remain true, complete and correct on and as of such earlier date, or (b) are updated by revised schedules described on, and attached to, Exhibit A hereto.

9. Each of the agreements, covenants and undertakings set forth in each Subject Document is hereby acknowledged, confirmed, reaffirmed and ratified as though each Subject Party, as applicable, were making such agreements, covenants and undertakings on the date hereof.

10. Each Subject Party acknowledges that no right of offset, defense, counterclaim, claim, cause of action or objection against the Administrative Agent or Lenders exists arising out of or with respect to any Subject Document to which any Subject Party is a party.

11. The construction, interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Michigan.

12. Each Subject Party agrees to execute and deliver all other documents and to take all other actions that the Administrative Agent or any Lender may reasonably request from time to time to evidence and/or accomplish the agreements set forth herein.

13. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto; provided, however, that each Subject Party shall not assign or otherwise transfer this Agreement, or any of its or their rights and/or obligations hereunder, without the prior written consent to the Administrative Agent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

BORROWER:

ROUSH HOLDINGS, LLC

By: _____

Name: Allyson Waldman

Title: Chief Financial Officer

PARENT:

ROUSH ENTERPRISES, INC.

By: _____

Name: Allyson Waldman

Title: Chief Financial Officer

SUBSIDIARIES:

ROUSH INDUSTRIES, INC.

ROUSH MANAGEMENT, L.L.C.

KOVINGTON PERFORMANCE HOLDINGS, INC.

ROUSH CLEANTECH, LLC

ROUSH INTERNATIONAL, LLC

By: _____

Name: Allyson Waldman

Title: Chief Financial Officer of each of the entities listed above

[SIGNATURE PAGE TO THIRD OMNIBUS AMENDMENT TO LOAN DOCUMENTS AND REAFFIRMATION]

PNC BANK, NATIONAL ASSOCIATION,
individually and as Administrative Agent

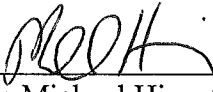
By:  _____
Name: Michael Hinz
Title: Senior Vice President

Exhibit A

Updated Schedules/Exhibits to Subject Documents

See Attached.

**SCHEDULE A
TO
SECURITY AGREEMENT**

Security Interest Data Summary

1. Debtor's Jurisdiction of Organization; Chief Executive Office; EIN and Org ID

Legal Name	Jurisdiction of Organization	Chief Executive Office	Federal EIN	State-issued Organizational ID
Roush Holdings, LLC	Michigan	12445 Levan Road, Livonia, MI 48150	45-4701322	D 68214
Kovington Performance Holdings, Inc.	Michigan	12445 Levan Road, Livonia, MI 48150	38-3363997	488 879
Roush Industries, Inc.	Michigan	12445 Levan Road, Livonia, MI 48150	38-2080919	085 638
Roush International LLC	Michigan	12445 Levan Road, Livonia, MI 48150	83-1871789	802234529
Roush Management, L.L.C.	Michigan	12445 Levan Road, Livonia, MI 48150	38-3568348	B 82131
Roush Cleantech, LLC	Michigan	12445 Levan Road, Livonia, MI 48150	27-3083256	D 4346L

2. Debtor's Trade names:

Company Name	Trade Names / Assumed Names
Kovington Performance Holdings, Inc.	Blackwing Induction
	Loudmouth
	Loudmouth Exhaust
	Roush Performance
	Roush Performance Installation Center
	Roush Performance Products
	Roush Performance Products, Inc.
	SLP
	SLP Performance
	SLP Performance Parts
SLP Performance Parts, Inc.	
Roush Industries, Inc.	ROUSH I

3. All of the Debtor's personal property which has not been delivered to the Administrative Agent pursuant to the terms of this Agreement or the Credit Agreement is now, and will be at all future times, located at the Debtor's chief executive office as described in Paragraph 1 above, except as specified below:

Debtor Tenant	Address	Collateral Location	Record Location
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	12319 Levan Road, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	12249 Levan Road, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	12011 Market Street, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	11953 Market Street, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	12445 Levan Road, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	11916 Market Street, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Holdings, LLC	12445 Levan Rd., Livonia, Michigan 48150	16630 Southfield, Allen Park, Michigan 48101	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	11789 Market Street, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	11800 Market Street, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	36640 Commerce, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	36580 Commerce, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	12068 Market Street, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	3507 Gillette, Bemidji, Minnesota 56601	34300 West 9 Mile, Farmington, Michigan 48335
Roush Holdings, LLC	12445 Levan Rd., Livonia, Michigan 48150	28400 Plymouth Road (also known as 28158 Plymouth Road), Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	333 Republic Drive, Allen Park, Michigan 48101	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	777 Republic Drive, Allen Park, Michigan 48101	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	4510 & 4520 Copper Sage Road, Las Vegas, NV 89115	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	34300 West 9 Mile, Farmington, MI 48335	34300 West 9 Mile, Farmington, Michigan 48335

Debtor Tenant	Address	Collateral Location	Record Location
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	1750 Brown Rd., Auburn Hills, Michigan 48326	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	3449 North Anchor Street, Ste. 100, Portland, Oregon 97217	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	8301 Enterprise Drive, Allen Park, Michigan 48101	34300 West 9 Mile, Farmington, Michigan 48335
Roush Cleantech, LLC	12445 Levan Rd., Livonia, Michigan 48150	12170 Globe St., Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	32801 Hollingsworth Ave., Warren, Michigan 48089	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	8150 Chancellor Drive, Suite 175, Orlando, Florida 32809	34300 West 9 Mile, Farmington, Michigan 48335
Roush Holdings, LLC	12445 Levan Rd., Livonia, Michigan 48150	28350 Plymouth Road, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Holdings, LLC	12445 Levan Rd., Livonia, Michigan 48150	12200 Middlebelt Road, Suite 100, Livonia, Michigan 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	1960 Ring Drive, Troy, Michigan 48083	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	200 East Market Center Drive, Highpoint, North Carolina, 27260	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	36060 Industrial, Livonia, MI 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	2751 Rockfill Road, Fort Myers, FL 33916	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	16650 Midway Ranch Road, Fountain, CO 80817	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	35155 Industrial Drive, Livonia, MI 48150	34300 West 9 Mile, Farmington, Michigan 48335
Roush Industries, Inc.	12445 Levan Rd., Livonia, Michigan 48150	888 Industrial Park Drive Southeast, Bemidji, MN 56601	34300 West 9 Mile, Farmington, Michigan 48335

4. All of the Debtor's real property is located in the following counties:

Owner	County	Address
Roush Industries, Inc.	Wayne County, MI	11953 Market, Livonia, Michigan 48150 (B4)
Roush Industries, Inc.	Wayne County, MI	11916 Market, Livonia, Michigan 48150 (B7)

8. All of the Debtor's books and records, including those relating to accounts payable and accounts receivable, are kept at the Debtor's chief executive office as described in Paragraph 1 above, except as specified below:

Books and records relating to accounts receivable are also located at 34300 West 9 Mile, Farmington, Michigan 48335 as indicated in the "Record Location" column in the personal property table specified in #3 above.

**SCHEDULE B
TO
SECURITY AGREEMENT**

Commercial Tort Claims

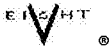




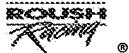


None

- U.S. TRADEMARKS -

UNITED STATES OF AMERICA

ROUSH ENTERPRISES, INC.

U.S. TRADEMARK APPLICATIONS/REGISTERED MARKS

Serial Number	Registration Number	Mark
1. 85117566	4151807	ROUSH ROAD CREW™
2. 77516741	3864981	ROUSH®
3. 77346021	3895839	P-51®
4. 78746626	3532508	JACK ROUSH PERFORMANCE ENGINEERING®
5. 78749327	3291950	
6. 78749293	3263595	
7. 77399320	3649412	427R®
8. 77346043	3720554	P-51A®
9. 77123250	3421542	ROUSHCHARGER®
10. 77108149	3724142	ROUSH®
11. 75270366	2427753	ROUSH®
12. 86012564	4488189	DISTRACTOR FACE
13. 86213218	4693413	
14. 86613875	4970315	
15. 76112371	2560270	BLACKWING
16. 76112370	2560269	
17. 78378372	2933213	FLOWPAC®
18. 78383937	2935058	LOUDMOUTH®
19. 78570284	3055321	POWERFLO®
20. 86212725	4875020	SLP®
21. 86667377	4918170	MUSCLE CAR CENTRAL®
22. 78335079	3088376	SLP PERFORMANCE PAC®
23. 86212706	4875019	SLP (stylized)
24. 86013475	4599882	ROUSH SPEED SHOP
25. 86979277	5093017	INGENUITY ON DEMAND®
26. 77737027	4576089	
27. 86667104	4967705	STREET LEGAL PERFORMANCE™
28. 87028979	5439950	
29. 87026182	5439949	
30. 87026182	5409950	ROUSH®
31. 86613839	4970314	ROUSH®
32. 86598388	4970272	ROUSH®
33. 87954500	5848383	ON-ROAD VEHICLE TESTING®
34. 87954548	5842338	ORVT®















- FOREIGN TRADEMARKS -

FOREIGN

ROUSH ENTERPRISES, INC.

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

	Country	Serial Number	Registration Number	Mark
1	Brazil	829092897	829092897	ROUSH®
2	Canada	1402693	TMA774700	ROUSH®
3	Canada	1402692	TMA774339	ROUSH®
4	Canada	1336000	TMA740605	ROUSH®
5	Canada	1338661	TMA742484	ROUSHCHARGER®
6	Canada	1494005	TMA825,120	ROUSH ROAD CREW™
7	Canada	1301020	TMA696281	EIGHT®
8	Canada	1301019	TMA742609	EIGHT®
9	China		4707184	锐石® (Roush)
10	China		4707186	锐石® (Roush)
11	China		4707185	锐石® (Roush)
12	China		4707183	锐石® (Roush)
13	China		4707182	锐石® (Roush)
14	China		4083941	ROUSH®
15	China		4083942	ROUSH®
16	China		4083943	ROUSH®
17	China		4288563	ROUSH®
18	China		4083940	ROUSH®
19	China		4083944	ROUSH®
20	European Union		006327076	ROUSH®
21	Kuwait	99757	86907	ROUSH®
22	Mexico	85440	1063602	ROUSH®
23	Mexico	948766	1124468	ROUSH®
24	Mexico	854401	1024483	ROUSHCHARGER®
25	Oman		54729	ROUSH®
26	Saudi Arabia	137648	1124/22	ROUSH®
27	South Africa	2016/34366	2016/34367	ROUSH®
28	South Korea	2015-4249	45-0064356	ROUSH®
29	South Korea	2015-4250	45-0064357	ROUSH® (in Korean Characters)
30	United Arab Emirates		131341	ROUSH®
31	Qatar		55263	ROUSH®
32	Canada	1513893	TMA839,773	RS1™
33	Canada	1513894	TMA839,772	RS2™

34	Canada	1513895	TMA839,771	RS3™
35	United Arab Emirates		232491	SLP®
36	United Arab Emirates		232492	SLP (stylized)
37	CHINA		1255275	
38	AUSTRALIA		1255275	
39	SAUDI ARABIA		1435019537	
40	KUWAIT		122846	
41	QATAR		91317	
42	OMAN		86511	
43	BAHRAIN		103995	
44	United Arab Emirates		208320	
45	CANADA		1,726,115	
46	European Union		1255275 and 1284220	
47	Kuwait		122846	
48	Philippines		1255275	
49	South Africa		2015/11265 and 2015/11266	
50	South Korea		1284220	
51	CANADA	Appl #1739422	TMA979993	INGENUITY ON DEMAND®
52	MEXICO		1277916	INGENUITY ON DEMAND®

- PATENTS -

ROUSH ENTERPRISES, INC.
U.S. PATENT APPLICATIONS/PATENT REGISTRATIONS

	Serial Number	Registration Number	Title
1.	U.S. 29227712	U.S. D533623	Inline Fuel Filter Housing (DT 1225-002) Expiration Date: December 12, 2020
2.	U.S. 29090829	U.S. D415081	Grille Design
3.	U.S. 29093124	U.S. D418592	Blackwing Air Cleaner Design
4.	U.S. 29295884	U.S. D586273	Fender Vent Design
5.	U.S. 29404365	U.S. D718043	Supercharger Housing
6.	U.S. 09566479	U.S. 6340375	Blackwing Air Cleaner
7.	U.S. 09146450	U.S. 6059851	Blackwing Air Cleaner Method & Use
8.	U.S. 14797791	N/A	Exhaust Control System <i>Nonprovisional Utility App No. 14/797,791</i> <i>Filed Jul 23, 2015; Notice of Patent Decision from Pre-Appeal Brief Review issued July 20, 2016; APPEAL/IBC due August 20, 2016</i> <i>Foreign Counterparts: Australia - App No. 2015339249 filed Oct 29, 2015; Request for Exam filed on August 16, 2017</i> <i>Canada - App No. 2,966,364 filed Oct 29, 2015; Request for Exam (HD) due on October 29, 2020</i> <i>China - App No. 201580064145.0 filed Oct 29, 2015; Request for Exam filed August 4, 2017; Voluntary Amendment filed November 22, 2017</i> <i>Europe - App No. 15795075.9 filed Oct 29, 2015; 161/162 Amendment due (no extension) on December 12, 2017; Response Due September 17, 2018</i>
9.	U.S. 15340476	U.S. 10082058	Muffler with selected exhaust pathways <i>Nonprovisional Utility App No. 15/340,476</i> <i>Filed Nov 3, 2016; Notice of Allowance mailed on May 25, 2018 Issue Fee Payment due August 25, 2018</i>
10.	U.S. 63354907	N/A	Dry Sump Conversion Kit <i>Provisional utility App No. 63354907</i>
11.	U.S. 16115916	U.S. 10995640	Muffler with Selected Exhaust Pathways
12.	U.S. 15583250	N/A	Method and Apparatus for Accessing Data Traffic in Controller Area Network

ROUSH INDUSTRIES, INC.

U.S. PATENT APPLICATIONS/PATENT REGISTRATIONS

	Country	Serial Number	Registration Number	Title
1	U.S.	29/122,731	U.S. D448711	Vehicle Wheel
2	U.S.	29/122,632	U.S. D448714	Vehicle Wheel
3	U.S.	09925775	N/A	Integral Hammer Damper and Method

ORIGINALLY FILED AS ROUSH ANATROL, INC.

(ROUSH ANATROL NOW MERGED INTO ROUSH INDUSTRIES, INC.)

U.S. AND FOREIGN PATENT APPLICATIONS/ PATENT REGISTRATIONS

	Country	Serial Number	Registration Number	Title
1	US	08/551,990 (11/02/95)	5,655,980 (08/12/97)	Vibration Damping Device For Sporting Implements
2	US	08/551,989 (11/02/95)	5,655,975 (08/12/97)	Golf Club Having Vibration Damping Device And Method For Making Same
3	US	08/580,297 (12/28/95)	5,935,027 (08/10/99)	Multi-Mode Vibration Absorbing Device For Implements
4	US	08/762,204 (12/09/96)	6,033,324 (03/07/00)	Vibration Damping Device For Stringed Racquets

5	US	09/078,170 (05/13/98)	6,203,454 (03/20/01)	Multi-Mode Vibration Absorbing Device For Implements
6	EPO Covers Spain, UK, France, and Germany	96303541.5 (05/17/96)	0747098 (09/06/00)	Golf Club Having Vibration Damping Device And Method For Making Same

- LICENSES -

ROUSH INDUSTRIES, INC.

	Licensor	Coverage	Duration	Comments
1	<i>Note: Roush has requested termination of this license agreement, and we are waiting for a response back from DuPont.</i> E. I. du Pont de Nemours Company 1007 Market Street, Wilmington, DE 19898	"Patent and Know-How License Agreement"	From 3/24/2010-3/23/2025	Pertains to U.S. Patent Application No. 2009/0194364 A1. Claims 1-5 of referenced Patent App. rejected by USPTO. DuPont now only pursuing Claim 6 of Patent Application that concerns the process used to manufacture a composite muffler

- COPYRIGHTS -

ROUSH ENTERPRISES, INC.

	Docket No.	Copyright Title	Copyright No.	Filed	Status
1	138.0068	Roush QR Code Vehicle Camouflage Pattern	VAu001245437	03/02/2016	Registered, Registration Sent to Roush 7/29/2016
2	138.0069	Roush Shards Vehicle Camouflage Pattern	VAu001245520	03/02/2016	Registered, Registration Sent to Roush 7/29/2016
3	138.007	Roush Zebra Print Camouflage Pattern	VAu001245609	03/02/2016	Registered, Registration Sent to Roush 7/29/2016
4	138.0071	Roush ID Print Vehicle Camouflage Pattern	VAu001246015	03/15/2016	Registered, Registration Sent to Roush 7/29/2016
5	138.0075	Roush Shattered Squares Vehicle Camouflage Pattern	VAu001253505	05/21/82016	Registered, Registration Sent to Roush 10/14/2016
6	138.0077	Roush "Frisby" Vehicle Camouflage Pattern	VAu001307998	07/23/2017	Registered, Registration Sent to Roush 5/15/2018
7	138.0078US	Roush Triangle Vehicle Camouflage Pattern	VAu001307997	07/23/2017	Registered, Registration Sent to Roush 5/15/2018
8		Roush Beetle Juice Camouflage Design	VAu001361975	03/31/2019	Registered
9		Roush Lava Lamp Camouflage Design	VAu001356697	03/21/2019	Registered
10		Roush Triangle Variants Camouflage Design	VAu001356693	03/31/2019	Registered
11		Roush TV Static Camouflage Design	VAu001358197	03/31/2019	Registered
12		Roush USA Camouflage Design	VAu001356696	03/31/2019	Registered

**SCHEDULE A
TO
PLEDGE AGREEMENT**

Description of Pledged Collateral

A. Corporations

<u>Pledgor and Pledgor's jurisdiction of formation</u>	<u>Pledged Shares</u>	<u>Type and Amount of Ownership</u>
Roush Holdings, LLC (MI)	Roush Industries, Inc. (100%)	600 Common Shares
Roush Holdings, LLC (MI)	Kovington Performance Holdings, Inc. (100%)	800 Common Shares

B. Limited Liability Companies

<u>Pledgor and Pledgor's jurisdiction of formation</u>	<u>Pledged limited liability company interests</u>	<u>Type and Amount of Ownership</u>
Roush Enterprises, Inc. (MI)	Roush Holdings, LLC (100%)	100% of the Sharing Ratio
Roush Holdings, LLC (MI)	Roush Management, L.L.C (100%)	100% of the Sharing Ratio
Roush Holdings, LLC (MI)	Roush Cleantech, LLC (100%)	100% of the Sharing Ratio
Roush Holdings, LLC (MI)	Roush International, LLC (100%)	100% of the Sharing Ratio