

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764886

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DYNATRAC PRODUCTS, LLC		11/01/2022	Limited Liability Company: DELAWARE
RING & PINION SERVICE INC.		11/01/2022	Corporation: WASHINGTON
ICON VEHICLE DYNAMICS, LLC		11/01/2022	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	BARINGS FINANCE LLC, as Collateral Agent
<b>Street Address:</b>	300 South Tryon Street, Suite 2500
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	6769723	PROSWITCH
Registration Number:	6189681	ELITE
Registration Number:	6087178	PROFLOAT
Registration Number:	5690803	ENDUROSPOORT
Registration Number:	4894251	PRO GRIP
Registration Number:	4887800	1550 HD
Registration Number:	4887798	1550 LT
Registration Number:	3215005	PRO ROCK 60
Registration Number:	3221619	CONFIDENCE TO EXPLORE
Registration Number:	5709096	USA STANDARD GEAR
Registration Number:	5570783	ZBAG
Registration Number:	5572502	ZUMBROTA DRIVETRAIN
Registration Number:	5579564	DIFF WIZARD
Registration Number:	5471306	Z
Registration Number:	5358932	ZBAG ZUMBROTA BEARING AND GEAR

CH \$1065.00 6769723

Property Type	Number	Word Mark
Registration Number:	4663837	YUKON LAUNCH
Registration Number:	4749533	R RANDYS
Registration Number:	4678007	USA STANDARD GEAR
Registration Number:	4373434	YUKON HARDCORE
Registration Number:	4391751	DIFF WIZARD
Registration Number:	4070479	ULTIMATE 88
Registration Number:	3957696	Y
Registration Number:	3874772	SPIN FREE
Registration Number:	5204378	YUKON MIGHTY SEAL
Registration Number:	3716871	GRIZZLY LOCKER
Registration Number:	3726559	SPARTAN LOCKER
Registration Number:	3658689	SUPER JOINT
Registration Number:	3887222	YG
Registration Number:	3669761	ZIP LOCKER
Registration Number:	3801018	YUKON GEAR & AXLE
Registration Number:	2563743	RANDY'S RING & PINION
Registration Number:	3386692	YUKON DURA GRIP
Registration Number:	2949622	YUKON ULTIMATE 35 AXLE KIT
Registration Number:	4916975	I ICON VEHICLE DYNAMICS
Registration Number:	5001023	I
Registration Number:	5393043	DELTA JOINT
Registration Number:	2578732	
Serial Number:	90693519	BLOK
Serial Number:	97497332	PARTS PORTAL
Serial Number:	97613256	ICON VEHICLE DYNAMICS
Serial Number:	97267362	DYNACHASSIS
Serial Number:	86443869	PRO ROCK XD60

**CORRESPONDENCE DATA**

Fax Number: 2149813400

*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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 034632-31330

<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	11/01/2022
<b>Total Attachments: 8</b> source=Project King - Trademark Security Agreement (Execution Version) 4857-1960-0188 1#page1.tif source=Project King - Trademark Security Agreement (Execution Version) 4857-1960-0188 1#page2.tif source=Project King - Trademark Security Agreement (Execution Version) 4857-1960-0188 1#page3.tif source=Project King - Trademark Security Agreement (Execution Version) 4857-1960-0188 1#page4.tif source=Project King - Trademark Security Agreement (Execution Version) 4857-1960-0188 1#page5.tif source=Project King - Trademark Security Agreement (Execution Version) 4857-1960-0188 1#page6.tif source=Project King - Trademark Security Agreement (Execution Version) 4857-1960-0188 1#page7.tif source=Project King - Trademark Security Agreement (Execution Version) 4857-1960-0188 1#page8.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2022 (this "Trademark Security Agreement"), made by DYNATRAC PRODUCTS, LLC, a Delaware limited liability company, RING & PINION SERVICE INC., a Washington corporation, and ICON VEHICLE DYNAMICS, LLC, a California limited liability company (each as a "Grantor"), in favor of BARINGS FINANCE LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of November 1, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender from time to time party thereto, BARINGS FINANCE LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to the Security Agreement, dated as of November 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, 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 (excluding, for clarity, any 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 perfection of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law).

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

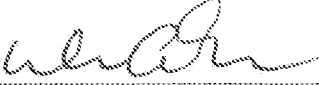
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of each Grantor, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

*[Signature Page Follows]*

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.

DYNATRAC PRODUCTS, LLC  
RING & PINION SERVICE INC.  
ICON VEHICLE DYNAMICS LLC,  
each as a Grantor

By:  .....

Name: William Conn

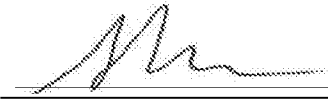
Title: Chief Financial Officer

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 007891 FRAME: 0704**

Accepted and Agreed:


**BARINGS FINANCE LLC,**  
as Collateral Agent

By:   
Name: Stephanie Krebs  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

*Applications –*

Mark/App. No.	Owner	App. Date	Reg. Date
BLOK RN: SN: 90693519	Dynatrac Products, LLC	May 06, 2021	N/A
Partsportal and design  SN: 97497332 (Pending)	Ring & Pinion Service Inc.	July 11, 2022	N/A


*Registrations -*

Mark/App/Reg. No.	Owner	App. Date	Reg. Date
PROSWITCH RN: 6769723 SN: 90828663	Dynatrac Products, LLC	July 14, 2021	June 21, 2022
ELITE RN: 6189681 SN: 88880851	Dynatrac Products, LLC	April 21, 2020	November 03, 2020
PROFLOAT RN: 6087178 SN: 88620945	Dynatrac Products, LLC	September 18, 2019	June 23, 2020
ENDUROSPORT RN: 5690803 SN: 88044323	Dynatrac Products, LLC	July 19, 2018	June 23, 2020
PRO GRIP RN: 4894251 SN: 86443848	Dynatrac Products, LLC	November 04, 2014	February 02, 2016
1550 HD RN: 4887800 SN: 86443912	Dynatrac Products, LLC	November 04, 2014	January 19, 2016
1550 LT	Dynatrac Products, LLC	November 04, 2014	January 19, 2016



Mark/App/Reg. No.	Owner	App. Date	Reg. Date
RN: 4887798 SN: 86443898			
PRO ROCK 60  RN: 3215005 SN: 78713610	Dynatrac Products, LLC	September 05, 2005	March 06, 2007
PRO ROCK XD60  RN: 4487796 SN: 86443869	Dynatrac Products, LLC	November 04, 2014	January 19, 2016
CONFIDENCE TO EXPLORE  RN: 3221619 SN: 7873513	Dynatrac Products, LLC	November 07, 2004	March 27, 2007
USA STANDARD GEAR  RN: 5709096 SN: 88048263	Ring & Pinion Service Inc.	July 23, 2018	March 26, 2019
ZBAG  RN: 5570783 SN: 87/929503	Ring & Pinion Service Inc.	May 21, 2018	September 25, 2018
ZUMBROTA DRIVETRAIN  RN: 5572502 SN: 87929529	Ring & Pinion Service Inc.	May 21, 2018	September 25, 2018
DIFF WIZARD  RN: 5579564 SN: 87806028	Ring & Pinion Service Inc.	February 21, 2018	October 09, 2018
Z  RN: 5471306 SN: 87520229	Ring & Pinion Service Inc.	July 07, 2017	May 15, 2018
ZBAG ZUMBROTA BEARING AND GEAR  RN: 5358932 SN: 87434927	Ring & Pinion Service Inc.	May 03, 2017	December 19, 2017
YUKON LAUNCH  RN: 4663837 SN: 86/311310	Ring & Pinion Service Inc.	June 16, 2014	December 30, 2014
RANDYS DESIGN  RN: 4749533 SN: 86/309681	Ring & Pinion Service Inc.	June 13, 2014	June 02, 2015
USA STANDARD GEAR  RN: 4678007 SN: 86/280233	Ring & Pinion Service Inc.	May 13, 2014	January 27, 2015

<b>Mark/App/Reg. No.</b>	<b>Owner</b>	<b>App. Date</b>	<b>Reg. Date</b>
YUKON HARDCORE RN: 4373434 SN: 85/605444	Ring & Pinion Service Inc.	April 23, 2012	July 23, 2013
DIFF WIZARD RN: 4391751 SN: 85/821455	Ring & Pinion Service Inc.	January 11, 2013	August 27, 2013
ULTIMATE 88 RN: 4070479 SN: 85/313716	Ring & Pinion Service Inc.	May 05, 2011	December 13, 2011
Y RN: 3957696 SN: 85127283	Ring & Pinion Service Inc.	September 10, 2010	May 10, 2011
SPIN FREE RN: 3874772 SN: 77/879071	Ring & Pinion Service Inc.	November 23, 2009	November 09, 2010
YUKON MIGHTY SEAL RN: 5204378 SN: 87/191519	Ring & Pinion Service Inc.	October 03, 2016	May 16, 2017
GRIZZLY LOCKER RN: 3716871 SN: 77/693232	Ring & Pinion Service Inc.	March 17, 2009	November 24, 2009
SPARTAN LOCKER RN: 3726559 SN: 77/648752	Ring & Pinion Service Inc.	January 13, 2009	December 15, 2009
SUPER JOINT RN: 3658689 SN: 77/243442	Ring & Pinion Service Inc.	July 31, 2007	July 21, 2009
YG RN: 3887222 SN: 77/729613	Ring & Pinion Service Inc.	May 05, 2009	December 07, 2010
ZIP LOCKER RN: 3669761 SN: 77086025	Ring & Pinion Service Inc.	January 18, 2007	August 18, 2009
YUKON GEAR & AXLE DESIGN RN: 3801018 SN: 77/777729	Ring & Pinion Service Inc.	July 09, 2009	June 08, 2010
RANDYS RING & PINION RN: 2563743 SN: 77007282	Ring & Pinion Service Inc.	May 08, 2000	April 23, 2002

Mark/App/Reg. No.	Owner	App. Date	Reg. Date
YUKON DURA GRIP RN: 3386692 SN: 78837923	Ring & Pinion Service Inc.	March 15, 2006	February 19, 2008
YUKON ULTIMATE 35 AXLE KIT RN: 2949622 SN: 78145138	Ring & Pinion Service Inc.	July 18, 2002	May 10, 2005
I ICON VEHICLE DYNAMICS (design and text) RN: 4916975 SN: 86477009	Icon Vehicle Dynamics LLC	December 10, 2014	March 15, 2016
I (Logo Design) RN: 5001023 SN: 86477001	Icon Vehicle Dynamics LLC	December 10, 2014	July 19, 2016
Delta Joint (design and text) RN: 5393043 SN: 87440583	Icon Vehicle Dynamics LLC	May 08, 2017	January 30, 2018
Design only  RN: 2578732 SN: 78007270	Ring & Pinion Service Inc.	May 8, 2000	June 11, 2002
ICON VEHICLE DYNAMICS RN: SN: 97613256	ICON Vehicle Dynamics, LLC	September 29, 2022	
DYNACHASSIS RN: SN: 97267362	Dynatrac Products Co., Inc.	February 15, 2022	