

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Octane Lending, Inc. ("Octane Lending")		10/31/2022	Corporation: DELAWARE
Octane Media, LLC ("Octane Media")		10/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VP Kratos L.P.		
Street Address:	901 Marquette Avenue South,		
Internal Address:	Suite 3300		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5936670	OCTANE LENDING	
Registration Number:	6651301	OCTANE	
Registration Number:	5959320	ROADRUNNER FINANCIAL	
Serial Number:	97237138	SAFERATE	
Serial Number:	97245941	SAFECHECK	
Serial Number:	90752254	ROADRUNNER ACCOUNT SERVICES	
Registration Number:	3707667	ATV RIDER	
Registration Number:	2644827	ATV RIDER	
Registration Number:	4924647	CRUISER	
Registration Number:	0918960	CYCLE WORLD	
Registration Number:	4413949	CYCLE WORLD	
Registration Number:	2688174	DIRT RIDER	
Registration Number:	5530354	MC GARAGE	
Registration Number:	5149606	ON TWO WHEELS	
Registration Number:	4956041	SPORT RIDER MAGAZINE	
Registration Number:	2829895	STREET CHOPPER	

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Property Type	Number	Word Mark
Registration Number:	5257923	STREET CHOPPER
Registration Number:	3718606	SUPER STREETBIKE
Registration Number:	5382317	TRACK DAY SHOOTOUT
Registration Number:	4618994	UTV DRIVER
Serial Number:	90604846	CRUISER
Registration Number:	6666565	MOTORCYCLIST
Registration Number:	2501973	MOTORCYCLIST
Registration Number:	4704744	GARAGE RECON
Registration Number:	4956040	RUCK OUT
Registration Number:	4716586	RUCKOUT
Registration Number:	4955924	GROMKHANA

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527792

Email: ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 Main Street, Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	50051-5
NAME OF SUBMITTER:	Juliana Gaines
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	10/31/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Octane Lending, Inc., a Delaware corporation (“*Octane Lending*”) and Octane Media, LLC, a Delaware limited liability company (“*Octane Media*” and, together with Octane Lending, each a “*Grantor*”), in favor of VP Kratos L.P., as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS each Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among each Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all 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 “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by such Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement. Each Grantor agrees to cooperate as reasonably requested by the Administrative Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the termination of the Commitments of the Lenders under the Credit Agreement. Upon the

termination of this Agreement, the Administrative Agent shall, at the sole expense of each Grantor, execute all documents, make all filings and take all other actions reasonably requested by such Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. 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 shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OCTANE LENDING, INC., as Grantor

By: Steven Fernald
Name: Steven Fernald
Title: Chief Financial Officer

OCTANE MEDIA, LLC, as Grantor

By: Steven Fernald
Name: Steven Fernald
Title: Authorized Signatory

Acknowledged and Agreed:

VP KRATOS L.P., as Administrative Agent

By VicVard GP, LLC, Its General Partner
By Värde Partners, L.P., Its Managing Member
By Värde Partners, Inc., Its General Partner

By: *Aneek Mamik*
Name: Aneek Mamik
Title: Principal

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Grantor	Trademark	App. No.	Registration No.	Status
Octane Lending, Inc.	OCTANE LENDING	88443406	5,936,670	Registered
Octane Lending, Inc.	OCTANE	90593726	6,651,301	Registered
Octane Lending, Inc.	ROADRUNNER FINANCIAL	88443323	5,959,320	Registered
Octane Lending, Inc.	SafeRate	97237138	-	Pending
Octane Lending, Inc.	SafeCheck	97245941	-	Pending
Octane Lending, Inc.	ROADRUNNER ACCOUNT SERVICES	90752254	-	Pending
Octane Media, LLC	ATV RIDER	77582193	3,707,667	Registered
Octane Media, LLC	ATV RIDER	76333148	2,644,827	Registered
Octane Media, LLC	CRUISER	86739445	4,924,647	Registered
Octane Media, LLC	CYCLE WORLD	72372862	918,960	Renewal Granted
Octane Media, LLC	CYCLE WORLD	85842510	4,413,949	Registered
Octane Media, LLC	DIRT RIDER	76331845	2,688,174	Registered
Octane Media, LLC	MC GARAGE	87807193	5,530,354	Registered
Octane Media, LLC	ON TWO WHEELS	87026855	5,149,606	Registered
Octane Media, LLC	SPORT RIDER MAGAZINE	86849959	4,956,041	Registered
Octane Media, LLC	STREET CHOPPER	78172607	2,829,895	Registered
Octane Media, LLC	STREET CHOPPER	87221199	5,257,923	Registered
Octane Media, LLC	SUPER STREETBIKE	77765107	3,718,606	Registered
Octane Media, LLC	TRACK DAY SHOOTOUT	87345390	5,382,317	Registered
Octane Media, LLC	UTV DRIVER	86312226	4,618,994	Registered
Octane Media, LLC	CRUISER	90604846	-	New Application Filed
Octane Media, LLC	MOTORCYCLIST	90706571	6,666,565	Registered
Octane Media, LLC	MOTORCYCLIST	76139325	2,501,973	Registered
Octane Media, LLC	GARAGE RECON	86090411	4,704,744	Registered
Octane Media, LLC	RUCK OUT	86849877	4,956,040	Registered
Octane Media, LLC	RUCKOUT	86462203	4,716,586	Registered
Octane Media, LLC	GROMKHANA	86780744	4,955,924	Registered

Schedule A

4126-8853-7400

RECORDED: 10/31/2022

TRADEMARK
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