

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECKLER INDUSTRIES, INC.		11/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MATTERHORN CAPITAL PARTNERS, LP		
Street Address:	100 FRONT STREET		
Internal Address:	SUITE 905		
City:	WEST CONSHOHOCKEN		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2660089	AUTOMOTION.COM	
Registration Number:	1287049	W WELTMEISTER	
Registration Number:	1287048	WELTMEISTER	
Registration Number:	1234031	AUTOMOTION	
Registration Number:	3207448	CARDINAL	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	263064.000005		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	12/06/2022		

CH \$140.00 2660089

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of November 23, 2022, is made by and among ECKLER INDUSTRIES, INC., a Delaware corporation (the “*Grantor*”) in favor MATTERHORN CAPITAL PARTNERS, LP, as lender under the Loan Agreement referred to below (the “*Secured Party*”).

WHEREAS, Turn 5, Inc. and the Secured Party are party to that certain Loan and Security Agreement dated as of September 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”).

WHEREAS, in connection with the Loan Agreement the Grantor and Aspenackler Acquisition Corp. have entered into a Subsidiary Guaranty in favor of the Secured Party dated as of October 31, 2022 (the “*Guaranty*”) whereby

WHEREAS, under the terms of the Loan Agreement and Guaranty, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Patents*”);

(b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing,

including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Copyrights*”).

Notwithstanding the above, “IP Collateral” shall not include (a) any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, 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 federal Applicable Law or (b) property that is subject to a Lien permitted under Section 5.9 of the Loan Agreement to the extent the granting of a security interest with respect to such property pursuant to this IP Security Agreement would be prohibited by the agreement creating such Lien or would otherwise constitute an event of default (howsoever defined) thereunder, provided, that such property will be deemed Collateral hereunder upon the termination and release of such Lien..

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile

or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

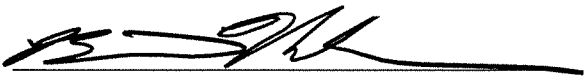
6. Governing Law; Submission to Jurisdiction. This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such State without regard to conflict of law principles. The Grantor hereby consents to the exclusive jurisdiction of any state or federal court located within the Commonwealth of Pennsylvania, and irrevocably agrees that, subject to Lender’s election, all actions or proceedings relating to the Loan Documents or the transactions contemplated hereunder shall be litigated in such courts, and the Grantor waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon it, and consents that all such service of process be made by mail or messenger directed to it at the address set forth in the Loan Agreement. Nothing contained in this Section 6 shall affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any action or proceeding against the Grantor or its property in the courts of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ECKLER INDUSTRIES, INC., a Delaware corporation

By: 
Name: *Brian Nelson*
Title: *Director*

Address for Notices:

c/o Turn 5, Inc.
600 Cedar Hollow Road
Paoli, PA 19301
Attention: Steven Voudouris

With a copy to:

Troutman Pepper
3000 Two Logan Square
Philadelphia, PA 19103
Attention: Brad Boericke
E-mail: Bradley.boericke@troutman.com

AGREED TO AND ACCEPTED:


SECURED PARTY:

**MATTERHORN CAPITAL PARTNERS,
LP**

By: _____

Name:

Title:


William J. Ransom
General Partner

Address for Notices:

Matterhorn Capital Partners, LP
100 Front Street, Suite 905
West Conshohocken, PA 19428

with a copy to:

Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, NC 28202
Attention: Todd Ransom
Telephone No: 704.331.1013
Email: toddransom@mvalaw.com


Schedule 1

PATENTS AND PATENT APPLICATIONS

None.

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Reg. No. / Date	Goods/Services
AUTOMOTION.COM	US	2660089 / 12/10/2002	Class 35 – On line ordering services in the field of automotive parts and accessories
 W WELMEISTER and design	US	1287049 / 07/24/1984	Class 12 - Automotive Parts-Namely, Steering Rack Spacers, Sway Bar Drop Links, Sway Bar U-Tab Mounts, Chassis Stiffeners, Suspension Arm Reinforcements, Solid Transmission Mounts, Torsion Tube Mounts, Engine Sump Oil Trap, Starter Boosters, Clutch Pins, Clutch Cables, Accelerator Cables, Transmission Shifters, and Relief Valve Pistons for Engine Oil Pumps
WELMEISTER	US	1287048 / 07/24/1984	Class 12 - Automotive Parts-Namely, Sway Bars, Steering Rack Spacers, Sway Bar Drop Links, Sway Bar U-Tab Mounts, Chassis Stiffeners, Suspension Arm Reinforcements, Solid Transmission Mounts, Torsion Tube Mounts, Engine Sump Oil Trap, Starter Boosters, Clutch Pins, Clutch Cables, Accelerator Cables, Transmission Shifters, and Relief Valve Pistons for Engine Oil Pumps
AUTOMOTION	US	1234031 / 04/05/1983	Class 42 - Retail Automotive Parts Store Services; and, Distributorship Services in the Field of Automotive Parts
CARDINAL	US	3207448 / 02/13.2006	Classes 13, 19, 21, 23, 31, 34, 35 - Diamond abrasive wheels for cutting and shaping stress relief grooves in poured concrete
T-BIRD SANCTUARY	Florida	T13000001086 /10/29/2013	Class 35 – Retail store services featuring automobile parts & manuals sold on-line & by telephone, facsimile & mail order

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Registration Number	Registration Date
Eckler's 1953-2000 Corvette Parts & Accessories 2000 Fall/Winter Catalog No. 290	TX5406578	10/30/00
Eckler's 1953-2000 Corvette Parts & Accessories 2000 Spring/Summer Catalog No. 120	TX5193896	03/31/00
Eckler's 1953-92 Parts and Accessories Supplement: Catalog No. 332	TX3298163	04/15/92
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2071357	05/13/87
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2229403	12/18/87
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2302746	05/02/88
Eckler's Corvette Parts: Catalog 8A	TX248863	05/21/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1150491	06/27/83
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1170004	08/12/83
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1385611	06/04/84
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1565391	04/19/85
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1859869	07/01/86
Eckler's Corvette Parts: Spray Putty: No. R-907	TX304710	05/21/79
Eckler's Corvette Parts: Bonding Adhesive: No. R-901	TX304711	05/21/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX125006	07/05/78
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX251851	11/28/78
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX325982	09/07/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX442849	03/31/80
Eckler's Corvette Parts: Fiberglass Division	TX119752	07/17/78
Eckler's Corvette Parts Technical Bulletin: No. 114	TX641867	12/30/80
Eckler's Corvette Parts Technical Bulletin: No. 115	TX641868	12/30/80
Eckler's Corvette Parts: Vinyl Paint: 32 fl. oz. (1 qt.)	TX641869	12/30/80
Eckler's Corvette Parts: Vinyl Paint: 16 if oz. (avd)	TX641870	12/30/80
Eckler's Corvette Parts Technical Bulletin: No. 117	TX641871	12/30/80
Eckler's Corvette Parts and Accessories Catalog	TX3049841	03/25/91
Eckler's Corvette Parts and Accessories Catalog	TX3497347	02/24/93
Eckler's Corvette Parts and Accessories Catalog	TX3538743	02/24/93

Title	Registration Number	Registration Date
Eckler's Corvette Parts and Accessories Catalog	TX2466282	12/09/88
Eckler's Corvette Parts and Accessories Catalog	TX2574501	05/25/89
Eckler's Corvette Parts and Accessories Catalog	TX2662852	12/15/89
Eckler's Corvette Parts and Accessories Catalog	TX2751166	11/02/89
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's, 's: Catalog	TX2220101	12/16/87
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's Trans Am's: Catalog	TX1690236	11/04/85
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's Trans Am's: Catalog	TX1882588	07/18/86
Eckler's Quality Parts & Accessories for Camaros: Camaro IROC Z-28, Spring/Summer 1990	TX2886615	08/13/90
Eckler's Supplement Catalog	TX3584582	10/24/90
Eckler's 1958-82 Corvette Parts and Accessories Catalog, Spring/Summer 1990	TX2840369	04/27/90
Eckler's 1984-90 Corvette Parts and Accessories Catalog, Spring/Summer 1990	TX2840370	04/27/90
Eckler's 1953-82 Corvette Restoration Parts Catalog: No. 350	TX2858767	07/10/90
Installation Instructions for C-514 (73-74) and C-614 (75-78) Front Bumper Replacement Panel: Technical Bulletin No. 106	TX186529	10/05/78
Technical Bulletin	TX189630	10/05/78
Technical Bulletin	TX189631	10/05/78
Technical Bulletin	TX191249	02/14/79
Technical Bulletin	TX191250	02/14/79
The Most Complete Line of Corvette Parts and Accessories: Catalog 11	TX574502	10/29/80
The Most Complete Line of Corvette Parts and Accessories: Catalog 12	TX717674	06/26/81
Eckler's Corvette Parts & Accessories Catalog	TX2466283	12/9/88
Eckler's Corvette Parts & Accessories Catalog	TX2545258	4/28/89
Eckler's Corvette Parts & Accessories Catalog (covers 1953- 820)	TX3062995	3/26/91
Eckler's Corvette parts & accessories catalog	CSN0081928	1990
Eckler's 1953-1999 Corvette Parts and Accessories: 1999 Catalog No. 129	TX5277248	3/20/01
Eckler's Corvette Parts and Accessories Catalog No. 128A	TX4938523	12/2/98

Title	Registration Number	Registration Date
Eckler's 1958-2001 Corvette parts & accessories: 2001, spring/summer catalog no. 131	TX5484941	03/19/2001
Eckler's 1958-1962 Corvette parts & accessories: 2003 C1 specialty catalog no. 133	TX5718186	03/26/2003
Eckler's 1997-2003 Corvette parts & accessories: 2003 C5 specialty catalog no. 523	TX5718187	03/26/2003
Eckler's 1968-1982 Corvette parts & accessories: 2003 C3 specialty catalog no. 323	TX5718188	03/26/2003
Eckler's 1963-1967 Corvette parts & accessories: 2003 C2 specialty catalog no. 233	TX5718189	03/26/2003
Eckler's 1984-1996 Corvette parts & accessories: 2003 C4 specialty catalog no. 423	TX5743668	03/26/2003
Eckler's 1958-2003 Corvette parts & accessories: 2003, spring/summer catalog no. 203	TX5743669	03/26/2003
Eckler's 1967-81 Camaro parts & accessories, summer 2003: catalog no. 2603	TX0005889329	08/20/2003
Eckler's 1967-81 Camaro parts & accessories: 2004 catalog no. 404	TX0005979038	05/17/2004
Eckler's Camaro 1967-02 Camaro parts & accessories : 2005	TX0006187252	05/20/2005
Eckler's 1958-2005 Corvette parts and accessories: 2005	TX0006153550	03/05/2005
Eckler's 1958-2001 Corvette parts & accessories, 2003: C1- C5 specialty catalog no. 1553	TX5889328	08/20/2003
Restoration & judging guidelines manual	TX0002683521	08/29/1989
The tech book, vol. 1 & 2	TX0003908247	10/07/1994
Eckler's 2004 specialty catalog : no. 1104 : holiday gift guide.	TX6090476	12/27/2004
Eckler's Corvette parts & accessories catalog, 15Oct01; 2101, fall-winter 01.	TX0005448830	10/15/2001
Eckler's Corvette parts & accessories catalog, 3Jan02; 1202, spring-summer 02	TX0005530359	01/03/2002
Eckler's Corvette parts & accessories catalog, 30Dec02; 102, fall-winter 02	TX0005680409	10/07/2002
Eckler's Corvette parts & accessories catalog, 8Mar04; 204, spring-summer 04	TX0005940752	03/08/2004
Eckler's Corvette parts & accessories catalog, 2Dec04; 904, fall-winter 04	TX0006101884	12/02/2004

Title	Registration Number	Registration Date
Eckler's Corvette parts & accessories catalog, 10May05; 4205. DCR 2005	TX0006168584	05/10/2005
Eckler's Specialty Catalog, 10Nov03	TX0005831387	11/10/2003
Eckler's Corvette Performance Parts, 28May04	TX0005978606	05/28/2004
Eckler's supplement catalog	CSN0103242	1993
Eckler's C3 Corvette 1968-82 Corvette parts.	CSN0148314	2005
Eckler's C2 Corvette 1963-67 Corvette parts	CSN0148313	2005
Eckler's C1 Corvette 1953-62 Corvette parts	CSN0148312	2005
Eckler's Classic Chevy Trucks 1955-72 Chevy & GMC truck parts.	TX0006393753	05/17/2006
Eckler's Classic Chevy International 1955-57 Chevy parts.	TX0006393751	05/17/2006
Eckler's C4 Corvette 1984-96 Corvette parts	TX0006393746	05/17/2006
Eckler's C3 Corvette 1968-82 Corvette parts	TX0006393747	05/17/2006
Eckler's C2 Corvette 1963-67 Corvette parts	TX0006393748	05/17/2006
Eckler's C1 Corvette 1953-62 Corvette parts	TX0006393749	05/17/2006
Eckler's 1958-2006 Corvette parts & accessories	TX0006393750	05/17/2006
Eckler's Impala classics 1958-72 Chevy parts & accessories	TX0006393752	05/17/2006
Eckler's C6 Corvette 2005-06 Corvette parts	TX0006393744	05/17/2006
Eckler's C5 Corvette 1997-04 Corvette parts	TX0006393745	05/17/2006
Eckler's C4 Corvette 1984-96 Corvette parts.	CSN0148315	2005
The Camaro Connection : [catalog] / Camaro Connection, a division of Auto World, Inc.	TX0000676327	1981
The Camaro Connection : a division of Auto World, Inc. : America's greatest sports car!.	TX0000335980	1979
Nova/Chevy II parts and accessories ... catalog : America's first choice in GM restoration products.	TX0005756000	07/25/2003
2003 Impala/full size Chevy parts and accessories catalog	TX0005791760	06/25/2003
2002 Firebird parts and accessories catalog.	TX0005564569	06/14/2002
Chevrolet GMC truck parts and accessories 2002 catalog.	TX0005542480	05/14/2002
Camaro parts and accessories : America's first choice in GM restoration products.	TX0005711932	03/25/2003
2001 OER dealer catalog : OER : original equipment reproduction	TX0005631128	08/01/2001
Camaro parts and accessories 2002 catalog.	TX0005570812	06/14/2002
2002 classic industries parts & accessories electronic catalog.	TX0005814507	06/14/2002

Title	Registration Number	Registration Date
Camaro parts and accessories : America's first choice in GM restoration products	TX0006097589	06/28/2004
Classic industries parts & accessories electronic dealer catalog	TX0005814508	06/14/2002
Classic Chevrolet Camaro Parts 1967-69.	TX0007655471	12/28/2012
Classic Chevy International, Inc.	TX0003908247	10/07/1994