

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787215

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
K & N ENGINEERING, INC.		02/14/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANKURA TRUST COMPANY, LLC, as collateral agent		
<b>Street Address:</b>	140 Sherman Street, 4th floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 118</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4447939	57S PERFORMANCE AIRBOX	
<b>Registration Number:</b>	3666566	ACCUCHARGE PRECISION OILING SYSTEM	
<b>Registration Number:</b>	6925250	AIRAID	
<b>Registration Number:</b>	6925251	AIRAID	
<b>Registration Number:</b>	5077854	AIRAID	
<b>Registration Number:</b>	5077415	AIRAID	
<b>Registration Number:</b>	2253108	AIRAID	
<b>Registration Number:</b>	5509601	AIRAID NO HASSLE LIFETIME LIMITED WARRANT	
<b>Registration Number:</b>	2236589	AIRCHARGER	
<b>Registration Number:</b>	4869882	APOLLO CIS	
<b>Registration Number:</b>	4439580	AUTHENTIC PERFORMANCE PART HAND MADE INT	
<b>Registration Number:</b>	4439595	AUTHENTIC PERFORMANCE PART INVENTOR OF H	
<b>Registration Number:</b>	4549112	BLACKHAWK INDUCTION SYSTEMS	
<b>Registration Number:</b>	3875377	BRUTE FORCE	
<b>Registration Number:</b>	2786508	CUSTOM 66 SERIES	
<b>Registration Number:</b>	2236590	DRYCHARGER	
<b>Registration Number:</b>	3692361	DRYFLOW	
<b>Registration Number:</b>	4553042	DRYFLOW AIR FILTER TECHNOLOGY	
<b>Registration Number:</b>	5687224	ECI ELECTRONIC CARBURETOR INJECTION FROM	

CH \$2965.00 4447939

Property Type	Number	Word Mark
Registration Number:	3620648	ECONOAID
Registration Number:	4436458	EXTRAFLOW
Registration Number:	1281461	FILTERCHARGER
Registration Number:	2683563	FIPK
Registration Number:	6159475	HACK THE HOOD OUTVENTURE AIRAID INC.
Registration Number:	3666746	HPR HORSEPOWER RATED
Registration Number:	3887606	HYBRID AIR FILTER K&N TECHNOLOGY
Registration Number:	3012764	K & N MILLION MILE LIMITED WARRANTY
Registration Number:	6937521	K&N
Registration Number:	6324453	K&N
Registration Number:	6365857	K&N
Registration Number:	3546897	K&N
Registration Number:	3692417	K&N
Registration Number:	1536024	K&N
Registration Number:	2581371	K&N
Serial Number:	97301874	K&N
Registration Number:	6937523	K&N
Registration Number:	6324454	K&N
Registration Number:	6271546	K&N
Registration Number:	5460085	K&N
Registration Number:	4851431	K&N
Registration Number:	4855811	K&N
Registration Number:	4877756	K&N · 10-YEAR/MILLION MILE · LIMITED WAR
Registration Number:	5928153	K&N 54 SERIES SHIELDED INTAKE SYSTEM
Registration Number:	4549037	K&N DIESEL
Registration Number:	4435963	K&N DIESEL
Registration Number:	4435975	K&N DIESEL
Registration Number:	4405943	K&N HIGH-FLOW AIR FILTER
Registration Number:	2812971	K&N MILLION MILE LIMITED WARRANTY
Registration Number:	2975599	MILLION MILE K&N LIMITED WARRANTY GARANT
Registration Number:	2903147	K&N OFF ROAD & RACING LIMITED WARRANTY
Registration Number:	2866592	K&N OFF ROAD & RACING LIMITED WARRANTY
Registration Number:	4651769	K&N PRO SERIES
Registration Number:	4651765	K&N PRO SERIES OIL FILTER
Registration Number:	4651760	K&N PRO SERIES OIL FILTER
Registration Number:	4644476	K&N REFRESHER
Registration Number:	6374229	K&N SELECT
Registration Number:	5042105	K&N SUPERIOR AIRFLOW. SUPERIOR PERFORMAN

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4236250	K&N THE WORLD'S BEST AIR FILTER
<b>Registration Number:</b>	4644480	K&N WASHABLE CABIN AIR FILTER
<b>Registration Number:</b>	2971304	KNFILTERS.COM
<b>Registration Number:</b>	2795952	KNFILTERS.COM
<b>Registration Number:</b>	3006166	KNPOWERSPORTS.COM
<b>Registration Number:</b>	4655052	MAGNA KOOL
<b>Registration Number:</b>	4517829	MAGNABRAID
<b>Registration Number:</b>	3046219	MAKE YOUR MOVE
<b>Registration Number:</b>	3584559	MAKE YOUR MOVE
<b>Registration Number:</b>	4941493	MXP
<b>Registration Number:</b>	4964613	MXP SERIES
<b>Registration Number:</b>	5948249	OIL
<b>Registration Number:</b>	4430253	OIL
<b>Registration Number:</b>	5926957	ORION INTAKE · SYSTEM
<b>Registration Number:</b>	2282981	PERFORMANCE GOLD
<b>Registration Number:</b>	5143185	PERFORMANCE SILVER
<b>Registration Number:</b>	4232211	POWER KLEEN
<b>Registration Number:</b>	2464534	POWERAID
<b>Registration Number:</b>	2931847	POWERLID
<b>Registration Number:</b>	2965680	POWERPORTS
<b>Registration Number:</b>	2287093	PRECHARGER
<b>Registration Number:</b>	6226100	PRO SERIES OIL FILTER
<b>Registration Number:</b>	4545515	PRO SERIES OIL FILTER
<b>Registration Number:</b>	2712649	QUICKFIT
<b>Registration Number:</b>	2271564	RECHARGER
<b>Registration Number:</b>	2858015	SNOWCHARGER
<b>Registration Number:</b>	3252685	SPECTRE
<b>Registration Number:</b>	3252686	SPECTRE
<b>Registration Number:</b>	4443244	SPECTRE
<b>Registration Number:</b>	5115304	SPECTRE
<b>Registration Number:</b>	3255169	SPECTRE
<b>Registration Number:</b>	4855771	SPECTRE
<b>Registration Number:</b>	5115284	SPECTRE
<b>Registration Number:</b>	5115273	SPEED BY SPECTRE
<b>Registration Number:</b>	4439782	SPEED BY SPECTRE
<b>Registration Number:</b>	3253179	SS
<b>Registration Number:</b>	3253180	SS
<b>Registration Number:</b>	3253181	SS

Property Type	Number	Word Mark
Registration Number:	5115272	SS SPECTRE
Registration Number:	4677232	SS SPECTRE
Registration Number:	5115275	SS SPEED BY SPECTRE
Registration Number:	4436396	SS SPEED BY SPECTRE
Registration Number:	1323108	STUBSTACK
Registration Number:	4893603	SUPERIOR AIRFLOW. SUPERIOR PERFORMANCE.
Registration Number:	2985777	SYNTHAFLOW
Registration Number:	3819284	SYNTHAMAX
Registration Number:	4474037	THE 400MPH COMPANY
Registration Number:	5779151	THE ORIGINAL RED AIR FILTER SINCE 1969 R
Registration Number:	2475641	TYPHOON
Registration Number:	4699055	UP TO 50% MORE AIRFLOW THAN TRADITIONAL
Registration Number:	4904208	WASHABLE REUSABLE 3 YEAR/300K MILE LIMIT
Registration Number:	4402031	WASHABLE REUSABLE PERFORMANCE
Registration Number:	3876923	WRENCH-OFF
Registration Number:	3879559	WRENCH-OFF OIL FILTER
Registration Number:	4397173	WRENCH-OFF PERFORMANCE OIL FILTERS
Registration Number:	5096984	WRENCH-OFF WELDED NUT ON CANISTER
Registration Number:	2773762	XSTREAM
Registration Number:	2843026	XSTREAM
Registration Number:	2225500	XSTREAM AIR FLOW TOP
Registration Number:	5398416	
Registration Number:	4955244	

**CORRESPONDENCE DATA**

**Fax Number:** 6172359493

*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:** 212-596-9287

**Email:** nicole.mollica@ropesgray.com

**Correspondent Name:** Nicole Mollica, Ropes & Gray LLP

**Address Line 1:** 1211 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 117515-0001

**NAME OF SUBMITTER:** Nicole Mollica

**SIGNATURE:** /nicole mollica/

**DATE SIGNED:** 02/15/2023

**Total Attachments: 13**

source=Ankura KN Trademark Security Agreement#page1.tif

source=Ankura KN Trademark Security Agreement#page2.tif  
source=Ankura KN Trademark Security Agreement#page3.tif  
source=Ankura KN Trademark Security Agreement#page4.tif  
source=Ankura KN Trademark Security Agreement#page5.tif  
source=Ankura KN Trademark Security Agreement#page6.tif  
source=Ankura KN Trademark Security Agreement#page7.tif  
source=Ankura KN Trademark Security Agreement#page8.tif  
source=Ankura KN Trademark Security Agreement#page9.tif  
source=Ankura KN Trademark Security Agreement#page10.tif  
source=Ankura KN Trademark Security Agreement#page11.tif  
source=Ankura KN Trademark Security Agreement#page12.tif  
source=Ankura KN Trademark Security Agreement#page13.tif

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of February 14, 2023 by K & N ENGINEERING, INC., a California corporation (“**Grantor**”), in favor of ANKURA TRUST COMPANY, LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of the Grantor, in each case, that constitute Collateral, including such Trademarks that constitute Collateral listed on Schedule I attached hereto; *provided* that, in no event shall any security interest be granted in 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 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, to the extent that, and 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 (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

(b) all income, fees, royalties, damages and payments then and thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and

(c) all rights to sue for past, present and future infringements thereof.

SECTION 3. The 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 Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense and reasonable request of the Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement, without recourse to or representation or warranty by the Collateral Agent of any kind.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

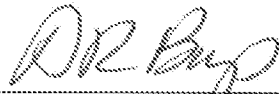
SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

(b) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

K & N ENGINEERING, INC.

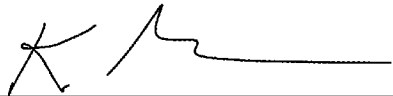
By:   
Name: Dennis R. (Randy) Bays  
Title: Interim Chief Executive Officer

[Signature Page to Trademark Security Agreement]






**TRADEMARK**  
**REEL: 007971 FRAME: 0639**










**ANKURA TRUST COMPANY, LLC, as**  
Collateral Agent

By:   
Name: Krista Gulalo  
Title: Managing Director

**Schedule I  
Trademark Registrations and Applications**

Country	Reg/App. No.	Title	Status
United States	4447939	57S PERFORMANCE AIRBOX 	Issued
United States	3666566	ACCUCHARGE PRECISION OILING SYSTEM 	Issued
United States	6925250	AIR AID 	Issued
United States	6925251	AIR AID	Issued
United States	5077854	AIR AID 	Issued
United States	5077415	AIR AID	Issued
United States	2253108	AIR AID	Issued
United States	5509601	AIR AID NO HASSLE LIFETIME LIMITED WARRANTY 	Issued
United States	2236589	AIRCHARGER	Issued
United States	4869882	APOLLO CIS	Issued
United States	4439580	AUTHENTIC PERFORMANCE PART HAND MADE IN THE USA INVENTOR OF HIGH-FLOW AIR FILTERS K&N SINCE 1969 	Issued

United States	4439595	AUTHENTIC PERFORMANCE PART INVENTOR OF HIGH- FLOW AIR FILTERS K&N SINCE 1969 	Issued
United States	4549112	BLACKHAWK INDUCTION SYSTEMS 	Issued
United States	3875377	BRUTE FORCE	Issued
United States	2786508	CUSTOM 66 SERIES	Issued
United States	2236590	DRYCHARGER	Issued
United States	3692361	DRYFLOW	Issued
United States	4553042	DRYFLOW AIR FILTER TECHNOLOGY 	Issued
United States	5687224	ECI ELECTRONIC CARBURETOR INJECTION FROM: K&N 	Issued
United States	3620648	ECONOAID	Issued
United States	4436458	EXTRAFLOW	Issued
United States	1281461	FILTERCHARGER	Issued
United States	2683563	FIPK	Issued
United States	6159475	HACK THE HOOD OUTVENTURE AIRAID INC. 	Issued
United States	3666746	HPR HORSEPOWER RATED 	Issued
United States	3887606	HYBRID AIR FILTER K&N TECHNOLOGY 	Issued

United States 3012764 K & N MILLION MILE LIMITED WARRANTY Issued



United States 6937521 K&N Issued

United States 6324453 K&N Issued

United States 6365857 K&N Issued

United States 3546897 K&N Issued

United States 3692417 K&N Issued



United States 1536024 K&N Issued



United States 2581371 K&N Issued



United States 97301874 K&N Applied



United States 6937523 K&N Issued



United States 6324454 K&N Issued



United States 6271546 K&N Issued



United States 5460085 K&N Issued


















United States 4851431 K&N Issued










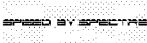
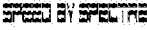







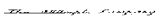
United States 4855811 K&N Issued



United States	4877756	K&N · 10- YEAR/MILLION MILE · LIMITED WARRANTY	Issued
			
United States	5928153	K&N 54 SERIES SHIELDED INTAKE SYSTEM	Issued
			
United States	4549037	K&N DIESEL	Issued
			
United States	4435963	K&N DIESEL	Issued
			
United States	4435975	K&N DIESEL	Issued
			
United States	4405943	K&N HIGH-FLOW AIR FILTER	Issued
			
United States	2812971	K&N MILLION MILE LIMITED WARRANTY	Issued
United States	2975599	MILLION MILE K&N LIMITED WARRANTY GARANTIE LIMITEE MILLION DE MILES GARANTIA LIMITADA DE UN MILLION DE MILLAS	Issued
			
United States	2903147	K&N OFF ROAD & RACING LIMITED WARRANTY	Issued
			
United States	2866592	K&N OFF ROAD & RACING LIMITED WARRANTY	Issued
			
United States	4651769	K&N PRO SERIES	Issued

United States	4651765	K&N PRO SERIES OIL FILTER 	Issued
United States	4651760	K&N PRO SERIES OIL FILTER	Issued
United States	4644476	K&N REFRESHER 	Issued
United States	6374229	K&N SELECT	Issued
United States	5042105	K&N SUPERIOR AIRFLOW. SUPERIOR PERFORMANCE. 	Issued
United States	4236250	K&N THE WORLD'S BEST AIR FILTER 	Issued
United States	4644480	K&N WASHABLE CABIN AIR FILTER 	Issued
United States	2971304	KNFILTERS.COM	Issued
United States	2795952	KNFILTERS.COM	Issued
United States	3006166	KNPOWERSPORTS.COM	Issued
United States	4655052	MAGNA KOOL	Issued
United States	4517829	MAGNABRAID	Issued
United States	3046219	MAKE YOUR MOVE	Issued
United States	3584559	MAKE YOUR MOVE	Issued
United States	4941493	MXP	Issued
United States	4964613	MXP SERIES 	Issued

United States	5948249	OIL 	Issued
United States	4430253	OIL 	Issued
United States	5926957	ORION INTAKE · SYSTEM 	Issued
United States	2282981	PERFORMANCE GOLD	Issued
United States	5143185	PERFORMANCE SILVER	Issued
United States	4232211	POWER KLEEN	Issued
United States	2464534	POWERAID	Issued
United States	2931847	POWERLID	Issued
United States	2965680	POWERPORTS	Issued
United States	2287093	PRECHARGER	Issued
United States	6226100	PRO SERIES OIL FILTER	Issued
United States	4545515	PRO SERIES OIL FILTER	Issued
United States	2712649	QUICKFIT	Issued
United States	2271564	RECHARGER	Issued
United States	2858015	SNOWCHARGER	Issued
United States	3252685	SPECTRE 	Issued
United States	3252686	SPECTRE 	Issued
United States	4443244	SPECTRE 	Issued
United States	5115304	SPECTRE 	Issued

United States	3255169	SPECTRE	Issued
United States	4855771	SPECTRE	Issued
United States	5115284	SPECTRE	Issued
United States	5115273	SPEED BY SPECTRE 	Issued
United States	4439782	SPEED BY SPECTRE 	Issued
United States	3253179	SS 	Issued
United States	3253180	SS 	Issued
United States	3253181	SS 	Issued
United States	5115272	SS SPECTRE 	Issued
United States	4677232	SS SPECTRE 	Issued
United States	5115275	SS SPEED BY SPECTRE 	Issued
United States	4436396	SS SPEED BY SPECTRE 	Issued
United States	1323108	STUBSTACK	Issued
United States	4893603	SUPERIOR AIRFLOW. SUPERIOR PERFORMANCE. <small>SUPERIOR AIRFLOW AIRBORNE PERFORMANCE</small>	Issued
United States	2985777	SYNTHAFLOW	Issued
United States	3819284	SYNTHAMAX	Issued
United States	4474037	THE 400MPH COMPANY 	Issued



United States 5779151 THE ORIGINAL RED AIR FILTER SINCE 1969 RED "201" Issued



United States 2475641 TYPHOON Issued

United States 4699055 UP TO 50% MORE AIRFLOW THAN TRADITIONAL PAPER AIR FILTERS THE ORIGINAL COTTON AIR FILTER HANDMADE IN THE USA K&N Issued



United States 4904208 WASHABLE REUSABLE 3 YEAR/300K MILE LIMITED WARRANTY STOP! OIL FREE K&N OIL FREE COMMERCIAL GRADE 1-800-858-3333 KNFILTERS.COM Issued



United States 4402031 WASHABLE REUSABLE PERFORMANCE Issued



United States 3876923 WRENCH-OFF Issued

United States 3879559 WRENCH-OFF OIL FILTER Issued



United States 4397173 WRENCH-OFF PERFORMANCE OIL FILTERS Issued



United States 5096984 WRENCH-OFF WELDED NUT ON CANISTER Issued



United States 2773762 XSTREAM Issued

United States 2843026 XSTREAM Issued



United States 2225500 XSTREAM AIR FLOW TOP Issued



United States 5398416 DESIGN ONLY Issued



United States 4955244 DESIGN ONLY Issued

