

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5905/0480		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		02/14/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	K & N ENGINEERING, INC.		
Street Address:	1455 Citrus Street		
City:	Riverside		
State/Country:	CALIFORNIA		
Postal Code:	92507		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4881431	GEMS IN MOTION	
Serial Number:	86512569	B	
Serial Number:	86965277	AIRAID	
Registration Number:	3638056	AEM	
Registration Number:	3733376	AEM	
Registration Number:	4554650	AEM ENGINEERED TO OUTPERFORM	
Registration Number:	2600528	AEM	
Registration Number:	2763222	AEM	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	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		

CH \$215.00 4881431

SIGNATURE:	/nicole mollica/
DATE SIGNED:	02/15/2023
Total Attachments: 14 source=KeyBank Release Addtnl Marks 5905-0480#page1.tif source=KeyBank Release Addtnl Marks 5905-0480#page2.tif source=KeyBank Release Addtnl Marks 5905-0480#page3.tif source=KeyBank Release Addtnl Marks 5905-0480#page4.tif source=KeyBank Release Addtnl Marks 5905-0480#page5.tif source=KeyBank Release Addtnl Marks 5905-0480#page6.tif source=KeyBank Release Addtnl Marks 5905-0480#page7.tif source=KeyBank Release Addtnl Marks 5905-0480#page8.tif source=KeyBank Release Addtnl Marks 5905-0480#page9.tif source=KeyBank Release Addtnl Marks 5905-0480#page10.tif source=KeyBank Release Addtnl Marks 5905-0480#page11.tif source=KeyBank Release Addtnl Marks 5905-0480#page12.tif source=KeyBank Release Addtnl Marks 5905-0480#page13.tif source=KeyBank Release Addtnl Marks 5905-0480#page14.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“Release”) is effective as of February 14, 2023 and granted by KeyBank National Association, as collateral agent (the “Agent”) for the lenders under the Credit Agreement referred to below (the “Secured Parties”), in favor of K & N ENGINEERING, INC., a California corporation (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of October 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among K&N Merger Sub II, Inc., a Delaware corporation (“Merger Sub”), and following the consummation of the Acquisition, K&N Parent, Inc., as borrower (the “Borrower”), K&N Intermediate Holdings II, Inc., as Guarantor (the “Parent”), the other Guarantors party thereto from time to time, the Agent, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and that certain Second Lien Security Agreement, dated as of October 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the Parent, the Grantor, K&N Acquisition, Inc., and the Collateral Agent, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and executed and delivered to the Agent that certain Second Lien Trademark Security Agreement, dated as of October 20, 2016, by and between the Grantor and the Agent (the “Trademark Security Agreement”) for recording with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, the Trademark Security Agreement was recorded with the USPTO on October 20, 2016, at Reel 5905, Frame 0480; and

WHEREAS, the Credit Agreement has been terminated and the Grantor has requested that the Agent enter into this Release in order to evidence the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the Collateral pursuant to the Trademark Security Agreement;

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

1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement, or Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Agent, on behalf of itself and the Secured Parties, without recourse to or representation or warranty by the Agent of any kind, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right,

title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have, in, to and under the following Collateral:

(a) all registered trademarks and pending applications for trademarks of the Grantor that constitute Collateral, including trademark registrations and applications set forth in Schedule 1 hereto;

(b) all income, fees, royalties, damages and payments then and thereafter due and/or payable to the 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.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

KEYBANK NATIONAL ASSOCIATION,
as Agent





By: 
Name: Dale Conder
Title: Senior Vice President




Schedule 1










to

Release of Trademark Security Interest






Trademark Registrations and Applications

Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
57S PERFORMANCE AIRBOX 	4447939 (85954388)	12/10/2013 (06/07/2013)	K & N ENGINEERING, INC.
ACCUCHARGE PRECISION OILING SYSTEM 	3666566 (77661284)	08/11/2009 (02/02/2009)	K & N ENGINEERING, INC.
AIRAID 	5077854 (86965277)	11/08/2016 (04/05/2016)	K & N ENGINEERING, INC.
AIRAID	5077415 (86958563)	11/08/2016 (03/30/2016)	K & N ENGINEERING, INC.
AIRAID	2253108 (75429313)	06/15/1999 (02/05/1998)	K & N ENGINEERING, INC.
AIRCHARGER	2236589 (75385944)	04/06/1999 (11/06/1997)	K & N ENGINEERING, INC.
APOLLO CIS	4869882 (86581672)	12/15/2015 (03/30/2015)	K & N ENGINEERING, INC.
AUTHENTIC PERFORMANCE PART HAND MADE IN THE USA INVENTOR OF HIGH-FLOW AIR FILTERS K&N SINCE 1969 	4439580 (85895690)	11/26/2013 (04/04/2013)	K & N ENGINEERING, INC.



Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
AUTHENTIC PERFORMANCE PART INVENTOR OF HIGH- FLOW AIR FILTERS K&N SINCE 1969 	4439595 (85895874)	11/26/2013 (04/04/2013)	K & N ENGINEERING, INC.
BLACKHAWK INDUCTION SYSTEMS 	4549112 (85959415)	06/10/2014 (06/13/2013)	K & N ENGINEERING, INC.
BRUTE FORCE	3875377 (77694104)	11/16/2010 (03/18/2009)	K & N ENGINEERING, INC.
CUSTOM 66 SERIES	2786508 (78189298)	11/25/2003 (11/26/2002)	K & N ENGINEERING, INC.
DRYCHARGER	2236590 (75385947)	04/06/1999 (11/06/1997)	K & N ENGINEERING, INC.
DRYFLOW	3692361 (77696778)	10/06/2009 (03/23/2009)	K & N ENGINEERING, INC.
DRYFLOW AIR FILTER TECHNOLOGY 	4553042 (85930898)	06/17/2014 (05/13/2013)	K & N ENGINEERING, INC.
ECONOAID	3620648 (77461908)	05/12/2009 (04/30/2008)	K & N ENGINEERING, INC.
EXTRAFLOW	4436458 (85902651)	11/19/2013 (04/12/2013)	K & N ENGINEERING, INC.
FILTERCHARGER	1281461 (73404918)	06/12/1984 (12/06/1982)	K & N ENGINEERING, INC.
FIPK	2683563 (76408915)	02/04/2003 (05/16/2002)	K & N ENGINEERING, INC.

Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
HPR HORSEPOWER RATED 	3666746 (77672189)	08/11/2009 (02/17/2009)	K & N ENGINEERING, INC.
HYBRID AIR FILTER K&N TECHNOLOGY 	3887606 (77822855)	12/07/2010 (09/09/2009)	K & N ENGINEERING, INC.
K & N MILLION MILE LIMITED WARRANTY 	3012764 (76610921)	11/08/2005 (09/07/2004)	K & N ENGINEERING, INC.
K&N 	3692417 (77697769)	10/06/2009 (03/24/2009)	K & N ENGINEERING, INC.
K&N 	1536024 (73693249)	04/25/1989 (11/02/1987)	K & N ENGINEERING, INC.
K&N 	2581371 (76160096)	06/18/2002 (11/06/2000)	K & N ENGINEERING, INC.
K&N 	4851431 (86660139)	11/10/2015 (06/11/2015)	K & N ENGINEERING, INC.
K&N 	4855811 (86660160)	11/17/2015 (06/11/2015)	K & N ENGINEERING, INC.
K&N · 10- YEAR/MILLION MILE · LIMITED WARRANTY 	4877756 (86698922)	12/29/2015 (07/20/2015)	K & N ENGINEERING, INC.

Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
K&N DIESEL 	4549037 (85929128)	06/10/2014 (05/10/2013)	K & N ENGINEERING, INC.
K&N DIESEL 	4435963 (85890675)	11/19/2013 (03/29/2013)	K & N ENGINEERING, INC.
K&N DIESEL 	4435975 (85890840)	11/19/2013 (03/29/2013)	K & N ENGINEERING, INC.
K&N HIGH-FLOW AIR FILTER 	4405943 (85780802)	09/24/2013 (11/15/2012)	K & N ENGINEERING, INC.
K&N MILLION MILE LIMITED WARRANTY	2812971 (78195988)	02/10/2004 (12/18/2002)	K & N ENGINEERING, INC.
MILLION MILE K&N LIMITED WARRANTY GARANTIE LIMITEE MILLION DE MILES GARANTIA LIMITADA DE UN MILLION DE MILLAS 	2975599 (78203746)	07/26/2005 (01/15/2003)	K & N ENGINEERING, INC.
K&N OFF ROAD & RACING LIMITED WARRANTY 	2903147 (78201311)	11/16/2004 (01/08/2003)	K & N ENGINEERING, INC.
K&N OFF ROAD & RACING LIMITED WARRANTY 	2866592 (78197725)	07/27/2004 (12/24/2002)	K & N ENGINEERING, INC.






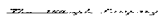
Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
K&N PRO SERIES	4651769 (86162667)	12/09/2014 (01/10/2014)	K & N ENGINEERING, INC.
K&N PRO SERIES OIL FILTER 	4651765 (86161508)	12/09/2014 (01/09/2014)	K & N ENGINEERING, INC.
K&N PRO SERIES OIL FILTER	4651760 (86160748)	12/09/2014 (01/08/2014)	K & N ENGINEERING, INC.
K&N REFRESHER 	4644476 (86244535)	11/25/2014 (04/07/2014)	K & N ENGINEERING, INC.
K&N SUPERIOR AIRFLOW. SUPERIOR PERFORMANCE. 	5042105 (86581628)	09/13/2016 (03/30/2015)	K & N ENGINEERING, INC.
K&N THE WORLD'S BEST AIR FILTER  1	4236250 (85414700)	11/06/2012 (09/02/2011)	K & N ENGINEERING, INC.
K&N WASHABLE CABIN AIR FILTER 	4644480 (86244734)	11/25/2014 (04/07/2014)	K & N ENGINEERING, INC.
KNFILTERS.COM	2971304 (76380472)	07/19/2005 (03/11/2002)	K & N ENGINEERING, INC.
KNFILTERS.COM	2795952 (76975921)	12/16/2003 (03/11/2002)	K & N ENGINEERING, INC.
KNPOWERSPORTS.COM	3006166 (76380471)	10/11/2005 (03/11/2002)	K & N ENGINEERING, INC.



¹ (Renewal grace period ends 5-6-23)



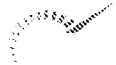
Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
MAGNA KOOL	4655052 (86026718)	12/16/2014 (08/01/2013)	K & N ENGINEERING, INC.
MAGNABRAID	4517829 (86081325)	04/22/2014 (10/02/2013)	K & N ENGINEERING, INC.
MAKE YOUR MOVE	3046219 (78976182)	01/17/2006 (10/01/2004)	K & N ENGINEERING, INC.
MAKE YOUR MOVE	3584559 (78493160)	03/03/2009 (10/01/2004)	K & N ENGINEERING, INC.
MXP	4941493 (86812521)	04/19/2016 (11/06/2015)	K & N ENGINEERING, INC.
MXP SERIES 	4964613 (86812569)	05/24/2016 (11/06/2015)	K & N ENGINEERING, INC.
OIL 	4430253 (85902075)	11/05/2013 (04/11/2013)	K & N ENGINEERING, INC.
PERFORMANCE GOLD	2282981 (75493888)	10/05/1999 (06/01/1998)	K & N ENGINEERING, INC.
PERFORMANCE SILVER	5143185 (86890407)	02/14/2017 (01/28/2016)	K & N ENGINEERING, INC.
POWER KLEEN ²	4232211 (85277301)	10/30/2012 (03/25/2011)	K & N ENGINEERING, INC.
POWERAID	2464534 (75807636)	06/26/2001 (09/24/1999)	K & N ENGINEERING, INC.
POWERLID	2931847 (78253373)	03/08/2005 (05/22/2003)	K & N ENGINEERING, INC.

² Renewal grace period ends 4-30-23

Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
POWERPORTS	2965680 (76534649)	07/12/2005 (08/04/2003)	K & N ENGINEERING, INC.
PRECHARGER	2287093 (75385945)	10/19/1999 (11/06/1997)	K & N ENGINEERING, INC.
PRO SERIES OIL FILTER	4545515 (86160791)	06/03/2014 (01/08/2014)	K & N ENGINEERING, INC.
QUICKFIT	2712649 (76213626)	05/06/2003 (02/21/2001)	K & N ENGINEERING, INC.
RECHARGER	2271564 (75385946)	08/24/1999 (11/06/1997)	K & N ENGINEERING, INC.
SNOWCHARGER	2858015 (78253410)	06/29/2004 (05/22/2003)	K & N ENGINEERING, INC.
SPECTRE SPECTRE	3252685 (76653492)	06/19/2007 (01/18/2006)	K & N ENGINEERING, INC.
SPECTRE SPECTRE	3252686 (76653493)	06/19/2007 (01/18/2006)	K & N ENGINEERING, INC.
SPECTRE SPECTRE	4443244 (85901946)	12/03/2013 (04/11/2013)	K & N ENGINEERING, INC.
SPECTRE SPECTRE	5115304 (86635196)	01/03/2017 (05/19/2015)	K & N ENGINEERING, INC.
SPECTRE	3255169 (78788933)	06/26/2007 (01/10/2006)	K & N ENGINEERING, INC.
SPECTRE	4855771 (86625908)	11/17/2015 (05/11/2015)	K & N ENGINEERING, INC.
SPEED BY SPECTRE SPEED BY SPECTRE	4439782 (85900910)	11/26/2013 (04/10/2013)	K & N ENGINEERING, INC.

Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
SS 	3253179 (78789443)	06/19/2007 (01/11/2006)	K & N ENGINEERING, INC.
SS 	3253180 (78789485)	06/19/2007 (01/11/2006)	K & N ENGINEERING, INC.
SS 	3253181 (78789773)	06/19/2007 (01/11/2006)	K & N ENGINEERING, INC.
SS SPECTRE 	4677232 (85899561)	01/27/2015 (04/09/2013)	K & N ENGINEERING, INC.
SS SPEED BY SPECTRE 	4436396 (85900879)	11/19/2013 (04/10/2013)	K & N ENGINEERING, INC.
STUBSTACK	1323108 (73486563)	03/05/1985 (06/22/1984)	K & N ENGINEERING, INC.
SUPERIOR AIRFLOW. SUPERIOR PERFORMANCE. <small>SUPERIOR AIRFLOW SUPERIOR PERFORMANCE, LLC</small>	4893603 (86441779)	01/26/2016 (10/31/2014)	K & N ENGINEERING, INC.
SYNTHAFLOW	2985777 (76445938)	08/16/2005 (09/03/2002)	K & N ENGINEERING, INC.
SYNTHAMAX	3819284 (77661482)	07/13/2010 (02/02/2009)	K & N ENGINEERING, INC.
THE 400MPH COMPANY 	4474037 (85900929)	01/28/2014 (04/10/2013)	K & N ENGINEERING, INC.
TYPHOON	2475641 (76076471)	08/07/2001 (06/23/2000)	K & N ENGINEERING, INC.

Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
UP TO 50% MORE AIRFLOW THAN TRADITIONAL PAPER AIR FILTERS THE ORIGINAL COTTON AIR FILTER HANDMADE IN THE USA K&N 	4699055 (86332632)	03/10/2015 (07/09/2014)	K & N ENGINEERING, INC.
WASHABLE REUSABLE 3 YEAR/300K MILE LIMITED WARRANTY STOP! OIL FREE K&N OIL FREE COMMERCIAL GRADE 1-800-858-3333 KNFILTERS.COM 	4904208 (86628963)	02/23/2016 (05/13/2015)	K & N ENGINEERING, INC.
WASHABLE REUSABLE PERFORMANCE 	4402031 (85928629)	09/10/2013 (05/10/2013)	K & N ENGINEERING, INC.
WRENCH-OFF	3876923 (85008961)	11/16/2010 (04/07/2010)	K & N ENGINEERING, INC.
WRENCH-OFF OIL FILTER 	3879559 (85008967)	11/23/2010 (04/07/2010)	K & N ENGINEERING, INC.
WRENCH-OFF PERFORMANCE OIL FILTERS 	4397173 (85614426)	09/03/2013 (05/02/2012)	K & N ENGINEERING, INC.
XSTREAM	2773762 (78196018)	10/14/2003 (12/18/2002)	K & N ENGINEERING, INC.

Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
XSTREAM 	2843026 (78208623)	05/18/2004 (01/29/2003)	K & N ENGINEERING, INC.
XSTREAM AIR FLOW TOP 	2225500 (75385949)	02/23/1999 (11/06/1997)	K & N ENGINEERING, INC.
DESIGN ONLY 	4955244 (86730423)	05/10/2016 (08/19/2015)	K & N ENGINEERING, INC.
K&N	3546897 (78553017)	12/16/2008 78553017	K & N ENGINEERING, INC.
SPECTRE EMS-PRO	3384378 (77173393)	02/19/2008 (05/04/2007)	K & N ENGINEERING, INC.
NATUREANCE	4873838 (86/628128)	12/22/2015 (05/13/2015)	K & N ENGINEERING, INC. EROS GLOBAL CORP.
THE 400MPH COMPANY	4868487 (86/621527)	12/08/2015 (05/06/2015)	K & N ENGINEERING, INC.
DESIGN ONLY	4015199 (85177638)	08/23/2011 (11/16/2010)	K & N ENGINEERING, INC.
SPECTRE	86/628134	5/13/2015	K & N ENGINEERING, INC.
DESIGN ONLY	87/093226	07/05/2016	K & N ENGINEERING, INC.
K&N (stylized) (White Letters)	4881431		K & N ENGINEERING, INC.
MXP Series (design)	86512569		K & N ENGINEERING, INC.
AIRaid (design)	86965277		K & N ENGINEERING, INC.

Trademark	Reg. No. (Ser. No.)	Reg. Date (Fil. Date)	Record Owner
AEM	3638056		K & N ENGINEERING, INC.
AEM	3733376		K & N ENGINEERING, INC.
AEM ENGINEERED TO OUTPERFORM	4554650		K & N ENGINEERING, INC.
AEM	2600528		K & N ENGINEERING, INC.
AEM	2763222		K & N ENGINEERING, INC.