

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787259

| | | | |
|---|---|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest Recorded at Reel/Frame 5905/0076 | | |
| 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: 11 source=KeyBank Release Addtnl Marks 5905-0076#page1.tif source=KeyBank Release Addtnl Marks 5905-0076#page2.tif source=KeyBank Release Addtnl Marks 5905-0076#page3.tif source=KeyBank Release Addtnl Marks 5905-0076#page4.tif source=KeyBank Release Addtnl Marks 5905-0076#page5.tif source=KeyBank Release Addtnl Marks 5905-0076#page6.tif source=KeyBank Release Addtnl Marks 5905-0076#page7.tif source=KeyBank Release Addtnl Marks 5905-0076#page8.tif source=KeyBank Release Addtnl Marks 5905-0076#page9.tif source=KeyBank Release Addtnl Marks 5905-0076#page10.tif source=KeyBank Release Addtnl Marks 5905-0076#page11.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 First 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, Collateral Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and that certain First 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 First 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 0076; 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

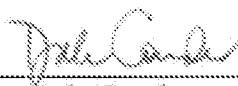
(c) all rights to sue for past, present and future infringements thereof.

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]


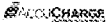




IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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. |
| 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. |

| Trademark | Reg. No. (Ser. No.) | Reg. Date (Fil. Date) | Record Owner |
|---|--------------------------------|----------------------------------|-------------------------|
| 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. |
| 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. |

| Trademark | Reg. No. (Ser. No.) | Reg. Date (Fil. Date) | Record Owner |
|---|--------------------------------|----------------------------------|-------------------------|
| 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. |
| 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. |








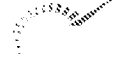
| Trademark | Reg. No. (Ser. No.) | Reg. Date (Fil. Date) | Record Owner |
|---|--------------------------------|----------------------------------|-------------------------|
| K&N PRO SERIES | 4651769 (86162667) | 12/09/2014 (01/10/2014) | K & N ENGINEERING, INC. |
| K&N PRO SERIES OIL FILTER  | 4651765 (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  | 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. |
| 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. |

¹ (Renewal grace period ends 5-6-23)

| Trademark | Reg. No. (Ser. No.) | Reg. Date (Fil. Date) | Record Owner |
|---|--------------------------------|----------------------------------|-------------------------|
| 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. |
| 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. |

² Renewal grace period ends 4-30-23

| Trademark | Reg. No. (Ser. No.) | Reg. Date (Fil. Date) | Record Owner |
|---|------------------------|----------------------------|-------------------------|
| SPECTRE  | 4443244 (85901946) | 12/03/2013 (04/11/2013) | K & N ENGINEERING, INC. |
| 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  | 4439782 (85900910) | 11/26/2013 (04/10/2013) | K & N ENGINEERING, INC. |
| 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.  | 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. |
| 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. |

| Trademark | Reg. No. (Ser. No.) | Reg. Date (Fil. Date) | Record Owner |
|---------------------------------|--------------------------------|----------------------------------|--|
| 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. |
| 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. |