

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM850930

<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>
V & H Performance, LLC		11/03/2023	Limited Liability Company: DELAWARE
Performance Machine, LLC		11/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LCL Texas Solutions, LLC		
<b>Street Address:</b>	5717 Legacy Drive, Suite 250		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2693185	VANCE & HINES	
<b>Registration Number:</b>	3215744	FUELPAC	
<b>Registration Number:</b>	5338149	HI-OUTPUT GRENADES	
<b>Registration Number:</b>	5209644	BURLY BRAND	
<b>Registration Number:</b>	4079572	BLACK OPS	
<b>Registration Number:</b>	4608128	CONTRAST CUT	
<b>Registration Number:</b>	4518172	PERFORMANCE MACHINE	
<b>Registration Number:</b>	2911115	PHATAIL	
<b>Registration Number:</b>	4063865	SUPER GAS	
<b>Registration Number:</b>	2763839	PROGRESSIVE SUSPENSION	
<b>Registration Number:</b>	1952532	PM	
<b>Registration Number:</b>	1913212	PM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>			
<b>Phone:</b>	314-259-2000		

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**Email:** susan.murphy@bclplaw.com  
**Correspondent Name:** Bryan Cave Leighton Paisner LLP  
**Address Line 1:** 211 North Broadway, Suite 3600  
**Address Line 4:** St. Louis, MISSOURI 63102

**ATTORNEY DOCKET NUMBER:** 3011875.6

**NAME OF SUBMITTER:** Braden Shaw

**SIGNATURE:** /Braden Shaw/

**DATE SIGNED:** 11/03/2023

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of November 3, 2023, is made by and between V&H Performance, LLC, a Delaware limited liability company and Performance Machine, LLC, a Delaware limited liability company (individually and collectively, jointly and severally, the “**Grantor**”), in favor of LCL Texas Solutions, LLC (the “**Secured Party**”).

Grantor, MAG Creative Group, LLC and Secured Party have entered into a Credit and Security Agreement dated as of November 3, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

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

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

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

4. **Execution in Counterparts.** This Trademark 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 Trademark 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 Trademark Security Agreement.

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

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law other than New York General Obligations Law 5-1401 and 5-1402).

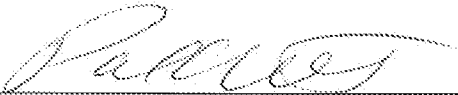
[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

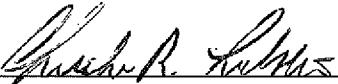
**LCL TEXAS SOLUTIONS, LLC,**

a Delaware limited liability company

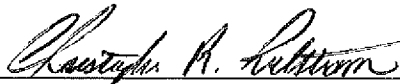
By:   
Name: Paul E. Martin  
Title: CEO

GRANTOR

**V&H PERFORMANCE, LLC,**  
a Delaware limited liability company

By:   
Name: Christopher Lindstrom  
Title: Chief Executive Officer and President

**PERFORMANCE MACHINE, LLC,**  
a Delaware limited liability company

By:   
Name: Christopher Lindstrom  
Title: Chief Executive Officer and President

**SCHEDULE 1****TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES**

<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Owner</b>
VANCE & HINES Stylized	2,693,185	Mar. 4, 2003	V&H Performance, LLC
FUELPAC	3,215,744	Mar. 6, 2007	V&H Performance, LLC
HI-OUTPUT GRENADES	5,338,149	Nov. 21, 2017	V&H Performance, LLC
BURLY BRAND	5,209,644	May 23, 2017	Performance Machine, LLC
BLACK OPS	4,079,572	Jan. 3, 2012	Performance Machine, LLC
CONTRAST CUT	4,608,128	Sep. 23, 2014	Performance Machine, LLC
PERFORMANCE MACHINE	4,518,172	Apr. 22, 2014	Performance Machine, LLC
PHATAIL	2,911,115	Dec. 14, 2004	Performance Machine, LLC
SUPER GAS	4,063,865	Nov. 29, 2011	Performance Machine, LLC
PROGRESSIVE SUSPENSION Stylized	2,763,839	Sep. 16, 2003	Performance Machine, LLC
	1,952,532	Jan. 30, 1996	Performance Machine, LLC
	1,913,212	Aug. 22, 1995	Performance Machine, LLC