

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363258

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dynojet Research, Inc.		11/20/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as administrative agent		
<b>Street Address:</b>	111 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2225763	1 DYNO1JET RESEARCH	
<b>Registration Number:</b>	2225787	1 DYNOJET	
<b>Registration Number:</b>	2225771	1 DYNOJET RESEARCH	
<b>Registration Number:</b>	3479597	DYNA	
<b>Registration Number:</b>	3479598	DYNATEK	
<b>Registration Number:</b>	1614772	DYNOJET	
<b>Registration Number:</b>	2008258	DYNOJET	
<b>Registration Number:</b>	2628395	DYNOJET TUNING LINK	
<b>Registration Number:</b>	2655411	POWER COMMANDER	
<b>Registration Number:</b>	4168752	POWERSVISION	
<b>Registration Number:</b>	2736636	REV MASTER	
<b>Registration Number:</b>	2308928	SLEDYNO	
<b>Registration Number:</b>	2171725	THUNDERSLIDE	
<b>Registration Number:</b>	3180708	WINPEP	
<b>Serial Number:</b>	77740927	MASTER CONTROL CENTER	
<b>Serial Number:</b>	75573375	SCORPION	
<b>CORRESPONDENCE DATA</b>			

CH \$415.00 2225763

**Fax Number:**

*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:** 2122942684

**Email:** trademarkny@winston.com

**Correspondent Name:** William C. Petraglia

**Address Line 1:** 100 North Tryon Street

**Address Line 2:** Winston & Strawn LLP

**Address Line 4:** Charlotte, NORTH CAROLINA 28202-1078

<b>ATTORNEY DOCKET NUMBER:</b>	13757.85
--------------------------------	----------

<b>NAME OF SUBMITTER:</b>	William C. Petraglia
---------------------------	----------------------

<b>SIGNATURE:</b>	/William C. Petraglia by trademarkny/
-------------------	---------------------------------------

<b>DATE SIGNED:</b>	11/20/2015
---------------------	------------

**Total Attachments: 8**

source=BMO - Dynojet - Trademark Security Agreement#page1.tif

source=BMO - Dynojet - Trademark Security Agreement#page2.tif

source=BMO - Dynojet - Trademark Security Agreement#page3.tif

source=BMO - Dynojet - Trademark Security Agreement#page4.tif

source=BMO - Dynojet - Trademark Security Agreement#page5.tif

source=BMO - Dynojet - Trademark Security Agreement#page6.tif

source=BMO - Dynojet - Trademark Security Agreement#page7.tif

source=BMO - Dynojet - Trademark Security Agreement#page8.tif

## **TRADEMARK SECURITY AGREEMENT**

### **(TRADEMARKS AND TRADEMARK APPLICATIONS)**

WHEREAS, Dynojet Research, Inc., a Delaware Corporation (herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of November 20, 2015 (as amended, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among Dynojet Research, Inc., a Delaware corporation (the “Borrower”), the other Credit Parties party thereto, Super Holdings solely for purposes of Sections 3.22 and 5.9(b) of the Credit Agreement, the Lenders and L/C Issuers party thereto and BMO Harris Bank N.A., as administrative agent for the Lenders (including the Swingline Lender) and L/C Issuers; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of November 20, 2015 (as amended, amended and restated, supplemented and/or modified from time to time, the “Security Agreement”; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Borrower, the other grantors party thereto and BMO Harris Bank N.A., as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created, arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated

therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and solely 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 applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Property.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4 day of November, 2015.

**DYNOJET RESEARCH, INC.**

By:   
Name: Robert Vlcek  
Title: President, CEO and Secretary

**ACKNOWLEDGED:**

**BMO HARRIS BANK N.A.,  
as Agent**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 005674 FRAME: 0035**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4<sup>e</sup> day of November, 2015.

e

**DYNOJET RESEARCH, INC.**

By: \_\_\_\_\_

Name:

Title:

**ACKNOWLEDGED:**

**BMO HARRIS BANK N.A.,**

**as Agent**

By: \_\_\_\_\_

Name:

*John Buehler*



Title:

*Vice President*

# **SCHEDULE 1** **to** **Trademark Security Agreement**

## Registrations

U.S. Trademarks

Owner	Trademark	Application Number	Registration Number	Registration Date	Status
Dynojet Research, Inc.	 1 DYNOJET RESEARCH (Design)	75/416023	2225763	2/23/1999	Cancelled 11/26/2005
Dynojet Research, Inc.	 1 DYNOJET (Design)	75/418653	2225787	2/23/1999	Cancelled 11/26/2005
Dynojet Research, Inc.	1 DYNOJET RESEARCH	75/416975	2225771	2/23/1999	Cancelled 11/26/2005
Dynojet Research, Inc.	DYNA	77/314027	3479597	8/5/2008	Registered
Dynojet Research, Inc.	DYNATEK	77/314035	3479598	8/5/2008	Registered
Dynojet Research, Inc.	DYNOJET	73/821435	1614772	9/25/1990	Registered
Dynojet Research, Inc.	DYNOJET	75/005979	2008258	10/15/1996	Registered
Dynojet Research, Inc.	DYNOJET TUNING LINK	78/079954	2628395	10/1/2002	Registered
Dynojet Research, Inc.	POWER COMMANDER	76/006680	2655411	12/3/2002	Registered
Dynojet Research, Inc.	POWERVISION	85/209201	4168752	7/3/2012	Registered
Dynojet Research, Inc.	REV MASTER	78/026198	2736636	7/15/2003	Cancelled 2/21/2014
Dynojet Research, Inc.	SLEDYNO	75/564656	2308928	1/18/2000	Expired 8/20/2010
Dynojet Research, Inc.	THUNDERSLIDE	75/129684	2171725	7/7/1998	Registered
Dynojet Research, Inc.	WINPEP	78/795444	3180708	12/5/2006	Registered

# Foreign Trademarks

Owner	Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status
Dynojet Research, Inc.	DYNATEK	Australia	1340472	12/1/2009	1340472	12/1/2009	Registered
Dynojet Research, Inc.	DYNOJET	Australia	1250734	9/7/2006	1250734	9/7/2006	Registered
Dynojet Research, Inc.	DYNOJET	Australia	1253183	9/7/2006	1253183	9/7/2006	Registered
Dynojet Research, Inc.	DYNOJET TUNING LINK	Australia	1253181	9/8/2006	1253181	9/8/2006	Registered
Dynojet Research, Inc.	POWER COMMANDER	Australia	1250733	9/8/2006	1250733	9/8/2006	Registered
Dynojet Research, Inc.	WinPEP	Australia	1266395	9/7/2006	1266395	9/7/2006	Registered
Dynojet Research, Inc.	DYNOJET	Canada	0747850	2/18/1994	TMA453767	2/9/1996	Registered
Dynojet Research, Inc.	DYNATEK	China	G1024514	12/1/2009	G1024514	12/1/2009	Registered
Dynojet Research, Inc.	DYNOJET	China	G898364	9/7/2006	G898364	9/7/2006	Registered
Dynojet Research, Inc.	DYNOJET TUNING LINK	China	G910059	9/8/2006	G910059	9/8/2006	Registered
Dynojet Research, Inc.	POWER COMMANDER	China	G898115	9/5/2008	G898115	10/15/2009	Registered
Dynojet Research, Inc.	DYNOJET	Community Trademark Mark "CTM"	011016508	7/5/2012	011016508	12/13/2012	Registered
Dynojet Research, Inc.	DYNOJET (Stylized)	Community Trademark Mark "CTM"	011017159	7/5/2012	011017159	12/4/2012	Registered
Dynojet Research, Inc.	DYNA	Europe	1022049	12/1/2009	1022049	12/1/2009	Registered
Dynojet Research, Inc.	DYNATEK	Europe	1024514	12/1/2009	1024514	12/1/2009	Registered
Dynojet Research, Inc.	DYNOJET	Europe	915277	9/7/2006	915277	9/7/2006	Registered
Dynojet Research, Inc.	DYNOJET	Europe	898366	9/8/2006	898366	9/8/2006	Registered
Dynojet Research, Inc.	DYNOJET	Europe	898364	9/7/2006	898364	9/7/2006	Registered
Dynojet Research, Inc.	DYNOJET	Europe	3098654	3/17/2003	3098654	3/1/2005	Expired
Dynojet Research, Inc.	DYNOJET TUNING LINK	Europe	927144	2/23/2007	927144	2/23/2007	Registered



Dynojet Research, Inc.	DYNOJET TUNING LINK	Europe	910059	9/8/2006	910059	9/8/2006	Registered
Dynojet Research, Inc.	POWER COMMANDER	Europe	898115	9/8/2006	898115	9/8/2006	Registered
Dynojet Research, Inc.	POWER COMMANDER	Europe	918007	2/23/2007	918007	2/23/2007	Registered
Dynojet Research, Inc.	POWER VISION	Europe	1083195	6/29/2011	1083195	6/29/2011	Registered
Dynojet Research, Inc.	WIPEP	Europe	898185	8/7/2006	898185	9/7/2006	Registered
Dynojet Research, Inc.	WIPEP	Europe	920934	2/23/2007	920934	2/23/2007	Registered
Dynojet Research, Inc.	DYNOJET	Great Britain	2051256	1/16/1996	2051256	2/21/1997	Expired
Dynojet Research, Inc.	DYNATEK	Japan	1024514	12/1/2009	1024514	12/1/2009	Registered
Dynojet Research, Inc.	DYNOJET TUNING LINK	Japan	910059	9/8/2006	910059	2/8/2008	Registered
Dynojet Research, Inc.	POWER VISION	Japan	1083195	6/29/2011	1083195	11/7/2014	Registered
Dynojet Research, Inc.	WIPEP	Japan	898185	6/6/2008	898185	9/4/2009	Registered
Dynojet Research, Inc.	DYNOJET	Korea	898366	9/8/2006	898366	10/24/2007	Registered
Dynojet Research, Inc.	POWER VISION	Korea	1083195	6/29/2011	1083195	8/14/2012	Registered
Dynojet Research, Inc.	WIPEP	Korea	920934	2/23/2007	920934	5/14/2008	Registered
Dynojet Research, Inc.	DYNOJET	Malaysia	97016590	-	-	11/19/2014	Registered
Dynojet Research, Inc.	DYNOJET	Malaysia	97016591	-	-	11/19/2014	Registered
Dynojet Research, Inc.	POWER COMMANDER	New Zealand	799463	11/25/2008	799463	5/28/2009	Registered

## Applications

### U.S. Trademark Applications

Owner	Trademark	Application Number	Filing Date	Status
Dynojet Research, Inc.	MASTER CONTROL CENTER	77/740927	5/20/2009	Abandoned 3/1/2010
Dynojet Research, Inc.	SCORPION	75/573375	10/19/1998	Abandoned 12/11/1999

# Foreign Trademark Applications

Owner	Trademark	Country	Application Number	Filing Date	Status
Dynojet Research, Inc.	DYNA	Australia	1338335	12/1/2009	Application w/drawn 6/23/2011
Dynojet Research, Inc.	MASTER CONTROL CENTER	Australia	1319758	7/8/2009	Application w/drawn 1/27/2011
Dynojet Research, Inc.	DYNA	China	G1022049	12/1/2009	Rejected/ Refused by the International Bureau
Dynojet Research, Inc.	POWER VISION	China	G1083195	7/23/2011	Rejected/ Refused by the International Bureau
Dynojet Research, Inc.	WINPEP	China	G898185	11/11/2008	Rejected/ Refused by the International Bureau
Dynojet Research, Inc.	DYNA	Japan	1022049	12/1/2009	Rejected/ Refused by the International Bureau
Dynojet Research, Inc.	DYNOJET	Japan	915277	9/7/2006	Rejected/ Refused by the International Bureau
Dynojet Research, Inc.	DYNOJET	Japan	898364	9/7/2006	Cancelled for non payment of fee
Dynojet Research, Inc.	DYNA	Korea	1022049	12/1/2009	Rejected/ Refused by the International Bureau
Dynojet Research, Inc.	DYNATEK	Korea	1024514	12/1/2009	Rejected/ Refused by the International Bureau
Dynojet Research, Inc.	DYNOJET TUNING LINK	Korea	927144	2/23/2007	Rejected
Dynojet Research, Inc.	MASTER CONTROL CENTER	Korea	1009847	7/8/2009	Abandoned
Dynojet Research, Inc.	POWER COMMANDER	Korea	918007	2/23/2007	Rejected

TRADEMARK

REEL: 005674 FRAME: 0040

RECORDED: 11/20/2015