

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM378816

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C&E Holding Company		03/31/2016	Corporation: DELAWARE
Hot Rods - Motorcycle & Auto Parts Corporation		03/31/2016	Corporation: IOWA
Pivot Works, Inc.		03/31/2016	Corporation: IOWA
Hot Cams, Inc.		03/31/2016	Corporation: IOWA
Cylinder Works, Inc.		03/31/2016	Corporation: IOWA
Fuel Star, Inc.		03/31/2016	Corporation: IOWA

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Serial Number:</b>	76588639	
<b>Serial Number:</b>	75446237	
<b>Serial Number:</b>	74395208	HOT RODS
<b>Serial Number:</b>	75598704	NRB
<b>Serial Number:</b>	76320178	PIVOT WORKS
<b>Serial Number:</b>	75680073	HOT CAMS
<b>Serial Number:</b>	85259984	CYLINDER WORKS
<b>Serial Number:</b>	85380920	CYLINDER WORKS BIG BORE KIT
<b>Serial Number:</b>	85380875	CYLINDER WORKS KIT
<b>Serial Number:</b>	86012753	FUEL STAR
<b>Serial Number:</b>	86012814	SENSORTECH

## CORRESPONDENCE DATA

**Fax Number:** 2129692900

TRADEMARK

***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:** 2129693000  
**Email:** trademark@proskauer.com, ypan@proskauer.com  
**Correspondent Name:** Brendan Leanos  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	70578-002
<b>NAME OF SUBMITTER:</b>	Brendan Leanos
<b>SIGNATURE:</b>	/Brendan Leanos/
<b>DATE SIGNED:</b>	03/31/2016

**Total Attachments: 9**

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THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2016, is made by C&E Holding Company, a Delaware corporation ("CE"), Hot Rods – Motorcycle & Auto Parts Corporation, an Iowa corporation ("HRMAPC"), Pivot Works, Inc., an Iowa corporation ("PWI"), Hot Cams, Inc., an Iowa corporation ("HCI"), Cylinder Works, Inc., an Iowa corporation ("CWI"), and Fuel Star, Inc., an Iowa corporation ("FSI") (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 31, 2015, by and among AEP Holdings, Inc. (the "Borrower"), Arrowhead Holdco Company ("Holdings"), Ares, as Administrative Agent and Revolver Agent, and the other financial institutions party thereto, as lenders (the "Lenders") (the "Existing Credit Agreement"), as amended by that certain First Amendment and Waiver of Credit Agreement, dated as of March 31, 2016, by and among the Borrower, Holdings, the Lenders party thereto and Ares, as Administrative Agent (the "First Amendment" and, together with the existing Credit Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of August 31, 2015, as supplemented by that certain Joinder to Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (collectively, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on

and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademark registrations and applications referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, for the avoidance of doubt, no Trademark Collateral shall include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

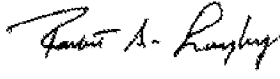
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Administrative Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination at the sole cost and expense of Grantor.

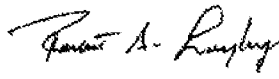
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

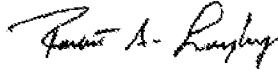
C&E HOLDING COMPANY, as Grantor

By:   
Name: Robert A. Langley  
Title: Vice President and Secretary

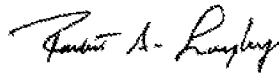
HOT RODS – MOTORCYCLE & AUTO PARTS CORPORATION, as Grantor

By:   
Name: Robert A. Langley  
Title: Vice President, Treasurer and Secretary

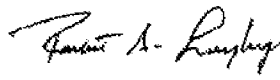
PIVOT WORKS, INC., as Grantor

By:   
Name: Robert A. Langley  
Title: Vice President, Treasurer and Secretary

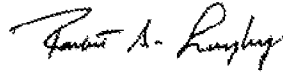
HOT CAMS, INC., as Grantor

By:   
Name: Robert A. Langley  
Title: Vice President, Treasurer and Secretary

CYLINDER WORKS, INC., as Grantor

By:   
Name: Robert A. Langley  
Title: Vice President, Treasurer and Secretary

FUEL STAR, INC., as Grantor



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

Name: Robert A. Langley

Title: Vice President, Treasurer and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION  
as Administrative Agent

By 

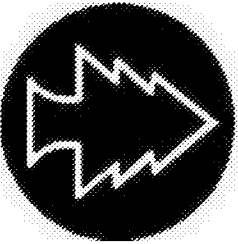

Name: MARK AFFOLTER  
Title: AUTHORIZED SIGNATORY

[Acknowledgement of Grantor for Trademark Security Agreement]



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**TRADEMARKS**

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
BEARING CONNECTIONS	EM	010568897	1/18/2012	010568897	9/28/2012	Registered	C & L Companies, Inc. (to be transferred to C&E Holding Company on the date hereof)
	US	76/588639	4/26/2004	2996661	9/20/2005	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
Design Only							
	US	75/446237	3/6/1998	2295221	11/30/1999	Registered	Hot Rods Motorcycle & Auto Parts Corporation
Design Only							
HOT RODS	US	74/395208	5/27/1993	1879113	2/14/1995	Registered	Hot Rods Motorcycle & Auto Parts Corporation
NRB	US	75/598704	10/3/1998	2323675	2/29/2000	Registered	Hot Rods Motorcycle & Auto Parts Corporation
HOT RODS	Australia	1039887	6/7/2004	1039887	6/7/2004	Registered	Hot Rods Motorcycle & Auto Parts Corporation

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
HOT RODS	Australia	774551	9/30/1998	774551	9/30/1998	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
PIVOT WORKS	Australia	831098	4/7/2000	831098	4/7/2000	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
HOT RODS	Canada	1213512	4/15/2004	TMA643282	2/17/2000	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
HOT RODS	EM	000945261	10/1/1998	000945261	2/17/2000	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
PIVOT WORKS	EM	001620293	4/10/2000	001620293	7/10/2001	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
HOT RODS	Taiwan	093018162	4/22/2004	01140386	2/16/2005	Registered	Hot Rods Motorcycle & Auto Parts Corporation
HOT RODS	WO	839769	6/7/2004	839769	6/7/2004	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
HOT CAMS	WO	838494	6/7/2004	838494	6/7/2004	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
PIVOT WORKS	Canada	1213511	4/15/2004	TMA654279	12/2/2005	Registered	Pivot Works
PIVOT WORKS	WO	859456	6/7/2004	859456	6/7/2004	Registered	Pivot Works
HOT CAMS	Canada	1213509	4/15/2004	TMA645085	7/28/2005	Registered	Hot Cams, Inc.
PIVOT WORKS	US	75/320178	10/1/2001	2641000	10/22/2002	Registered	Pivot Works
HOT CAMS	US	75/680073	4/30/1999	2729456	6/24/2003	Registered	Hot Cams, Inc.
CYLINDER WORKS	US	85/259984	3/7/2011	4030118	9/20/2011	Registered	Cylinder Works, Inc.
CYLINDER WORKS BIG BORE KIT	US	85/380920	7/26/2011	4097393	2/7/2012	Pending	Cylinder Works, Inc.
CYLINDER WORKS KIT	US	85/380875	7/26/2011	4097392	2/7/2012	Registered	Cylinder Works, Inc.

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
FUEL STAR	US	86/012753	7/17/2013	4739734	5/19/2015	Registered	Fuel Star, Inc.
SENSORTECH	US	86/012814	7/17/2013	4638059	11/11/2014	Registered	Fuel Star, Inc.

## LICENSES

1. Assignment, dated April 1, 2004, by and between Hot Rods – Motorcycle & Auto Parts Corporation and Hot Cams, Inc., wherein Hot Rods – Motorcycle & Auto Parts Corporation assigned all rights and interests in the “HOTCAMS” trademark to Hot Cams, Inc.
2. Assignment, dated December 2, 2004, by and between Wrench Rabbit, Inc. and Fuel Star, Inc., wherein Wrench Rabbit, Inc. assigned all rights and interests in the “SENSORTECH” and “FUEL STAR” trademarks to Fuel Star, Inc.
3. Trademark License Agreement, dated July 2, 2001, by and between Hot Rods – Motorcycle & Parts Corporation and I.M.S. Products, Inc., wherein Hot Rods – Motorcycle & Auto Parts Corporation provided a nonexclusive license to use the “NRB” trademarks in connection with certain goods and services.