

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Branzino Acquisition Vehicle, Inc.		04/19/2019	Corporation: DELAWARE
Peterson American Corporation		04/19/2019	Corporation: MICHIGAN
The Garden Street Group, Inc.		04/19/2019	Corporation: MICHIGAN
PAC Racing Springs-South LLC		04/19/2019	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1300 East Ninth Street, 13th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	87809102	TRAIL SERIES BY PAC RACING SPRINGS
Serial Number:	88220850	PAC-LIFE
Serial Number:	87811431	TRAIL SERIES BY PAC RACING SPRINGS
Registration Number:	5633850	TERRA FORMANCE
Registration Number:	5633851	TERRA FORMANCE
Registration Number:	4543913	TOMAHAWK
Registration Number:	3636835	NANO PEEN
Registration Number:	3311904	PAC
Registration Number:	4962584	PAC RACING SPRINGS
Registration Number:	5233062	PAC RACING
Registration Number:	4333611	SHIFT PAC RPM SERIES VALVE SPRINGS
Registration Number:	1774053	PACALOY
Registration Number:	5597167	PETERSON MECHATRONICS
Registration Number:	1717451	PETERSON SPRING

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Property Type	Number	Word Mark
Registration Number:	4771500	PETERSON SPRING MANUFACTURERS OF ENGINEE
Registration Number:	5628319	PAC RACINGSRINGS.COM SCHROEDER SERIES T
Registration Number:	4998588	PAC RACING SPRINGS OL' 1900 WWW.HOTRODSE

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 202-457-0160

Email: cfrye@dickinson-wright.com

Correspondent Name: DICKINSON WRIGHT, PLLC

Address Line 1: 1825 EYE STREET, NW

Address Line 2: SUITE 900

Address Line 4: WASHINGTON, D.C. 20006

NAME OF SUBMITTER: Steven D. Lustig

SIGNATURE: /Steven D. Lustig/

DATE SIGNED: 10/31/2019

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of April 19, 2019 by Branzino Acquisition Vehicle, Inc., a Delaware corporation ("Branzino"), Peterson American Corporation, a Michigan corporation ("PAC"), The Garden Street Group, Inc., a Michigan corporation ("GSG"), PAC Racing Springs-South LLC, a Michigan limited liability company ("PAC Racing"), and any additional entities which become parties to this Security Agreement by executing a Security Agreement Supplement hereto in substantially the form of Annex I hereto (such additional entities, together with Branzino, PAC, GSG, and PAC Racing, the "Grantors", and each, individually, a "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Grantors, the lenders party thereto, and the Administrative Agent are entering into a Credit Agreement dated as the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as (defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. This Agreement is a Confirmatory Grant as referenced in and contemplated by the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

BRANZINO ACQUISITION VEHICLE, INC.

By Scot Duncan
Name: Scot Duncan
Title: President

THE GARDEN STREET GROUP, INC.

By Scot Duncan
Name: Scot Duncan
Title: President

PETERSON AMERICAN CORPORATION

By _____
Name: Dan Sceli
Title: Chief Executive Officer

PAC RACING SPRINGS – SOUTH LLC

By _____
Name: Dan Sceli
Title: President

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 006783 FRAME: 0642

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BRANZINO ACQUISITION VEHICLE, INC.

By _____
Name: Scot Duncan
Title: President

THE GARDEN STREET GROUP, INC.

By _____
Name: Scot Duncan
Title: President

PETERSON AMERICAN CORPORATION

By  _____
Name: Dan Sceli
Title: Chief Executive Officer

PAC RACING SPRINGS – SOUTH LLC

By  _____
Name: Dan Sceli
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____


Name: Mac Banas

Title: Authorized Officer

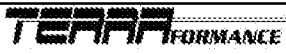


SCHEDULE 1






Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Number</u>
Peterson American Corporation		2/23/2018 (Filing Date)	87/809,102	Registration Pending Status
Peterson American Corporation	PAC-LIFE	12/7/2018 (Filing Date- Pending Status)	88/220,850	Registration Pending Status
Peterson American Corporation	Trail Series & Design	2/26/2018	87/811,431	Registration Pending Status

TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Registration Number</u>
Peterson American Corporation	PAC RACING	3/18/2015	N/A	Australia Reg. No. 1690372
Peterson American Corporation		12/18/2018	87/541,897	5,633,850
Peterson American Corporation		12/12/2018	87/541,914	5,633,851
Peterson American Corporation	TOMAHAWK	6/3/2014	85/520,578	4,543,913
Peterson American Corporation	NANO PEEN	6/9/2009	78/751,048	3,636,835
Peterson American Corporation		10/16/2007	78/793,824	3,311,904
Peterson American Corporation	PAC RACING SPRINGS	5/24/2016	86/568,533	4,962,584

Peterson American Corporation	PAC RACING	6/27/2017	86/568,518	5,233,062
Peterson American Corporation		5/14/2013	85/520,566	4,333,611
Peterson American Corporation	PACALOY	6/1/1993	74/308,872	1,774,053
Peterson American Corporation		6/5/2018	87/634,640	5,597,167
Peterson American Corporation	PETERSON SPRING	9/22/1992	74/084,360	1,717,451
Peterson American Corporation		7/14/2015	86/285,932	4,771,500
Peterson American Corporation		12/11/2018	87/119,761	5,628,319
Peterson Spring (an assumed name of Peterson American Corporation)		7/12/2016	86/036,552	4,998,588

TRADEMARK LICENSES

None.

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

PATENT APPLICATIONS

Grantor	Patent Application – Provisional Application for Patent	Filing Date	Serial No./Application Number
Peterson American Corporation	Spring Induction Heater	11/28/2018	62/772346
Peterson American Corporation	Aircraft Tail Wheel	4/2/19	62/828181

PATENTS

<u>Name of Grantor</u>	<u>Patent</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Registration Number</u>
Peterson American Corporation	Spring Damper	5/13/2008	11/270,159	7,370,855
Peterson American Corporation	Steel Spring Damper	11/8/2011	11/796,010	8,052,129
Peterson American Corporation	Spring Damper	10/27/2011	13/066,355	8,636,271
Peterson American Corporation	Spring Damper	10/15/2013	12/082,098	8,556,241

PATENT LICENSES

None.

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