

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3171068

| | | |
|-----------------------------------|--------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| SEQUENCE: | 2 | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| ACCEL PERFORMANCE GROUP LLC | | 12/31/2014 |
| RECEIVING PARTY DATA | | |
| Name: | Z CAPITAL COMMERCIAL FINANCE, L.L.C. | |
| Street Address: | TWO CONWAY PARK | |
| Internal Address: | 150 FIELD DRIVE., SUITE 300 | |
| City: | LAKE FOREST | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60045 | |
| PROPERTY NUMBERS Total: 21 | | |
| Property Type | Number | |
| Patent Number: | D680134 | |
| Patent Number: | D696300 | |
| Patent Number: | D701535 | |
| Patent Number: | 5575367 | |
| Patent Number: | 5803059 | |
| Patent Number: | 5829422 | |
| Patent Number: | 5887569 | |
| Patent Number: | 5904130 | |
| Patent Number: | 6058902 | |
| Patent Number: | 8561283 | |
| Application Number: | 13358781 | |
| Application Number: | 13358791 | |
| Application Number: | 13358805 | |
| Application Number: | 14032700 | |
| Application Number: | 14170538 | |
| Application Number: | 14531199 | |
| Application Number: | 29471550 | |
| Application Number: | 29493752 | |

PATENT

| Property Type | Number |
|---------------------|----------|
| Application Number: | 61758929 |
| Application Number: | 61898735 |
| Application Number: | 61935268 |

CORRESPONDENCE DATA

Fax Number: (310)407-9090

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: 3104074000

Email: msargiropoulos@ktbslaw.com

Correspondent Name: MARIA SOUNTAS-ARGIROPOULOS

Address Line 1: 1999 AVENUE OF THE STARS

Address Line 2: 39TH FLOOR

Address Line 4: LOS ANGELES, CALIFORNIA 90067

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | KATHRYN ZWICKER |
| SIGNATURE: | /kz/ |
| DATE SIGNED: | 01/06/2015 |

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Agreement”), dated as of December 31, 2014, is made by ACCEL PERFORMANCE GROUP LLC, a Delaware limited liability company (“Grantor”), in favor of Z CAPITAL COMMERCIAL FINANCE, L.L.C., as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantor has executed and delivered that certain Joinder to Guaranty and Collateral Agreement of even date herewith whereby it has agreed to join that certain Guaranty and Collateral Agreement, dated as of December 16, 2013, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantor is pledging and granting to Administrative Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 the Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents and all Intellectual Property Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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.

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

Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent Collateral subject to a security interest hereunder.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

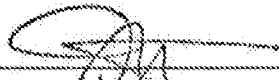
[signature pages follow]

ACCEL PERFORMANCE GROUP LLC

By: Rick Kuebsch
Name: Rick Kuebsch
Title: Accel Performance group LLC

{signature page to Patent Security Agreement (Second Lien)}

Z CAPITAL COMMERCIAL FINANCE,
L.L.C., as Administrative Agent

By: 
Name: James J. Zanni, Jr.
Title: Authorized Person

[signature page to Patent Security Agreement (Second Lien)]

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

| <u>Title</u> | <u>Country</u> | <u>Patent No./ Application No.</u> | <u>Date Filed</u> | <u>Inventors</u> | <u>Recorded Assignment</u> | <u>Reel/Frame</u> |
|---|----------------|--|--|---|--------------------------------|--|
| Fuel Pump | US | D680,134 | Apr. 23, 2012 Apr. 16, 2013 Issued | Graham Fordyce Jon Arotzarena Kimber Biniak Brian Gao | ACCEL Performance | 028136/0006 034139/1861 |
| Fuel Pump | US | D696,300 | March 22, 2013 Dec. 24, 2013 Issued | Graham Fordyce Jon Arotzarena Kimber Biniak Brian Gao | ACCEL Performance | 034139/0662 034139/1861 |
| Motorcycle Ignition Coil Assembly | US | D701,535 | Jan. 31, 2013 March 25, 2014 Issued | Jason Ellison Jon Arotzarena | ACCEL Performance | 029951/0757 034139/0861 |
| Uniform High Force Clutch | US | 5,575,367 | July 31, 1995 Nov. 19, 1996 Issued | Patrick Romanelli | ACCEL Performance | 007649/0888 019773/0517 020362/0653 027895/0335 034139/0861 |
| Automotive Intermediate Ignition Signal Cover | US | 5,803,059 | June 23, 1997 Sept. 8, 1998 Issued | Christopher Jacobs Gregory Puscas | ACCEL Performance | 008899/0237 014609/0535 019773/0517 020362/0653 027895/0335 034139/0861 |
| Lightweight, High- Power Magneto System | US | 5,829,422 | July 16, 1997 Nov. 3, 1998 Issued | Ted Deeds Craig Holmes Alan Dawson | ACCEL Performance | 008961/0916 011731/0384 019773/0517 020362/0653 027895/0335 034139/0861 |
| Centrifugal Fuel Distributor | US | 5,887,569 | July 17, 1997 March 30, 1999 Issued | Patrick Romanelli Robert Romanelli | ACCEL Performance | 008687/0140 011751/0201 019773/0517 020362/0653 027895/0335 034139/0861 |
| Gaseous Fuel Injection System | US | 5,904,130 | May 6, 1997 May 18, 1999 Issued | Patrick Romanelli | ACCEL Performance | 008543/0120 011751/0201 019773/0517 020362/0653 027895/0335 034139/0861 |

| <u>Title</u> | <u>Country</u> | <u>Patent No./ Application No.</u> | <u>Date Filed</u> | <u>Inventors</u> | <u>Recorded Assignment</u> | <u>Reel/Frame</u> |
|---|----------------|--|--|---|--------------------------------|---|
| Ignition Coil Output Pulse Controlled Power Switch For Internal Combustion Engine | US | 6,058,902 | Aug. 10, 1998 May 9, 2000 Issued | Christopher Jacobs Gregory Puscas | ACCEL Performance | 009408/0818 011526/0725 014154/0805 014609/0535 014675/0792 019773/0517 020362/0653 027895/0335 034139/0861 |
| Method To Provide A Universal Bellhousing Between An Engine And Transmission Of A Vehicle | US | 8,561,283 | Oct. 27, 2008 Oct. 22, 2013 Issued | Ross McCombs Joseph Glenn | Accel Performance | Assignment from QuickTime to Prestolite Wire filed with the USPTO. Merger from Prestolite Wire to General Cable Industries, Inc. filed with USPTO. Confirmation Assignment from General Cable to Prestolite Performance, and name change to Accel filed 12/17/14. 021746/0602 034190/0986 034504/0466 034526/0058 *Still awaiting recording of name change. |

2. PATENT APPLICATIONS

| | | | | | | |
|--|----|------------|---------------|--------------|----------------------|----------------------------|
| Automotive Flywheel With Fins To Increase Airflow Through Clutch, Method Of Making Same, And Heat Management Method | US | 13/358,781 | Jan. 26, 2012 | Ross McCombs | ACCEL Performance | 028013/0953 034139/1861 |
| Clutch Assembly Cover, Method Of Making Same, And Optional Heat Management | US | 13/358,791 | Jan. 26, 2012 | Ross McCombs | ACCEL Performance | 028017/0345 034139/1861 |
| Perforated Clutch Disc And Heat Management Method | US | 13/358,805 | Jan. 26, 2012 | Ross McCombs | ACCEL Performance | 028017/0340 034139/1861 |

| | | | | | | |
|--|----|---|---------------------------------------|-----------------------------------|---|--|
| Method, System And Apparatus To Provide For Universal Bellhousing Between Engine And Transmission Of Vehicle | US | 14/032,700 (Pub. No. 2014-0020505) | Sept. 20, 2013 | Ross McCombs Joseph Glenn | Prestolite Wire | Divisional of US 8,561,283 Assignment from QuickTime to Prestolite Wire filed with the USPTO. Merger from Prestolite Wire to General Cable Industries, Inc. filed with USPTO. Confirmation Assignment from General Cable to Prestolite Performance, and name change to Accel filed 12/17/14. 021746/0602 034190/0986 034504/0466 034526/0058 *Still awaiting recordation of name change. |
| Motorcycle Ignition Coil Assembly | US | 14/170,538 (Pub No. 2014/0209077) | Jan. 31, 2014 | Jason Ellison Jon Arotarenza | ACCEL Performance | 034162/0587 |
| Modular Flexplate | US | 14/531,199 | Nov. 3, 2013 | Ross McCombs | ACCEL Performance | Application filed this month. Formal papers with the inventor for execution. Signed assignment to Accel rcvd from inventor . Assignment recorded 11/19/14; R/F 034210/0299 |
| Headlocking Bolt | US | 29/471,550 | Nov. 1, 2013 *Allowed 11/26/14 | Dave Muzic | Assignment being executed by Dave Muzic | Filing receipt says Prestolite Performance. *Need to file Assignment, POA and Declaration |
| Motorcycle Ignition Coil Assembly | US | 29/493,752 | June 12, 2014 | Jason Ellison Michael Gretchko | ACCEL Performance | 033169/0990 |
| Motorcycle Ignition Coil Assembly | US | 61/758, 929 (Parent of 14/170,538 above) | Jan. 31, 2013 | Jason Ellison | ACCEL Performance | 034162/0587 |
| Modular Flexplate | US | 61/898,735 (Parent of PCT/US2014/063 471 and 14/531,199) | Nov. 1, 2013 | Ross McCombs | ACCEL Performance | Expired, but utility and PCT timely filed. Signed assignment to Accel rcvd from inventor. Assignment recorded 11/19/14; R/F 034210/0299 |
| Motorcycle Ignition Coil Assembly | US | 61/935,268 | Feb. 3, 2014 | Jason Ellison | ACCEL Performance | 034155/0738 |