

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4106408

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
K&N ENGINEERING, INC		10/20/2016
RECEIVING PARTY DATA		
Name:	KEYBANK NATIONAL ASSOCIATION	
Street Address:	4910 TIEDEMAN ROAD	
City:	BROOKLYN	
State/Country:	OHIO	
Postal Code:	44144	
PROPERTY NUMBERS Total: 60		
Property Type	Number	
Patent Number:	D429672	
Patent Number:	D533265	
Patent Number:	6394128	
Patent Number:	6959679	
Patent Number:	7452395	
Patent Number:	7581430	
Patent Number:	7637146	
Patent Number:	7794525	
Patent Number:	8028564	
Patent Number:	8029606	
Patent Number:	8113036	
Patent Number:	8268054	
Patent Number:	7681461	
Patent Number:	D667099	
Patent Number:	D629815	
Patent Number:	D612871	
Patent Number:	D611065	
Patent Number:	7264027	
Patent Number:	D582432	
Patent Number:	D582433	

PATENT

Property Type	Number
Patent Number:	8518161
Patent Number:	D697191
Patent Number:	D690407
Patent Number:	D690408
Patent Number:	D703803
Patent Number:	D685890
Patent Number:	D685891
Patent Number:	D707129
Patent Number:	D707564
Patent Number:	8418528
Patent Number:	8770011
Patent Number:	8783092
Patent Number:	9283506
Patent Number:	D717933
Patent Number:	D739513
Patent Number:	D740927
Patent Number:	D767112
Patent Number:	7665442
Patent Number:	D401684
Patent Number:	D401942
Patent Number:	D403414
Patent Number:	D403416
Patent Number:	D401597
Application Number:	13473765
Application Number:	14300400
Application Number:	13460518
Application Number:	14181678
Application Number:	14300951
Application Number:	14701163
Application Number:	14231343
Application Number:	14210678
Application Number:	13953294
Application Number:	14857672
Application Number:	29484310
PCT Number:	US2015028627
Application Number:	14508239
Application Number:	14668772
Application Number:	14974092

Property Type	Number
Application Number:	61487645
Application Number:	61986782

CORRESPONDENCE DATA

Fax Number: (202)263-1253

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.

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Email: DCIP@milbank.com

Correspondent Name: LISA COWARD

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Address Line 2: MILBANK, TWEED, HADLEY & MCCLOY LLP

Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.91000
NAME OF SUBMITTER:	LISA COWARD
SIGNATURE:	/LISA COWARD/
DATE SIGNED:	10/20/2016

Total Attachments: 7

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FIRST LIEN PATENT SECURITY AGREEMENT

First Lien Patent Security Agreement, dated as of October 20, 2016 by K&N Engineering, Inc. (“**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a First Lien Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of each Grantor:

- (a) all issued Patents and pending applications for Patents, in any worldwide jurisdiction, of each Grantor (now owned or hereafter acquired), including those listed on Schedule I attached hereto;
- (b) income, fees, royalties, damages, claims and payments then or thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof; and
- (c) rights to sue for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this First Lien Patent Security Agreement.

SECTION 5. Counterparts. This First Lien Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and

any party hereto may execute this First Lien Patent Security Agreement by signing and delivering one or more counterparts.

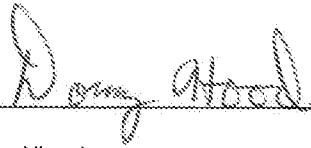
SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

(b) Each party to this First Lien Patent Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this First Lien Patent Security Agreement will affect the right of any party to this First Lien Patent Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

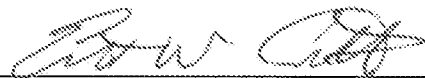
K&N ENGINEERING, INC.

By: 

Doug Hood
Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name Scott W. Carter III
Title Managing Director

Schedule I
Patents and Patent Applications

Issued Patents:

OWNER	PATENT NUMBER	PATENT
K&N Engineering, Inc.	D429672	"Air Scoop Assembly"
K&N Engineering, Inc.	D533265	"Air Filter with a protruding inner filtering portion"
K&N Engineering, Inc.	6394128	"Intake Tract Negative Pressure Relief Valve For I.C. Engine"
K&N Engineering, Inc.	6959679	"Air Intake Device for Internal Combustion Engine"
K&N Engineering, Inc.	7452395	"Air Filter for a Scoop"
K&N Engineering, Inc.	7581430	"Air Velocity Apparatus"
K&N Engineering, Inc.	7637146	"Oil Migration System"
K&N Engineering, Inc.	7794525	"Hood Air Scoop"
K&N Engineering, Inc.	8028564	"Oil migration system"
K&N Engineering, Inc.	8029606	"Hood air scoop"
K&N Engineering, Inc.	8113036	"Air Velocity Apparatus And System"
K&N Engineering, Inc.	8268054	"Hood air scoop"
K&N Engineering, Inc.	7681461	"Pipe Adapter For Adjusting The Flow Past A Sensor"
K&N Engineering, Inc.	D667099	"Air Filter"
K&N Engineering, Inc.	D629815	"Air Intake Plenum Assembly"
K&N Engineering, Inc.	D612871	"Air Intake Manifold"
K&N Engineering, Inc.	D611065	"Air Intake Manifold"
K&N Engineering, Inc.	7264027	"Oil Filler Cap With Integrated Funnel Apparatus"
K&N Engineering, Inc.	D582432	"180 Degree Carburetor Hat"
K&N Engineering, Inc.	D582433	"Low Profile Carburetor Hat"
K&N Engineering, Inc.	8518161	"Hood Air Scoop"
K&N Engineering, Inc.	D697191	"Air Filter"
K&N Engineering, Inc.	D690407	"Air Filter"
K&N Engineering, Inc.	D690408	"Air Filter"
K&N Engineering, Inc.	D703803	"Air Filter"
K&N Engineering, Inc.	D685890	"Exhaust Gasket"
K&N Engineering, Inc.	D685891	"Exhaust Gasket"
K&N Engineering, Inc.	D707129	"Oil Cleaner Bottle"
K&N Engineering, Inc.	D707564	"Oil Bottle"
K&N Engineering, Inc.	8418528	"Oil Migration System"
K&N Engineering, Inc.	8770011	"Air velocity apparatus and system"
K&N Engineering, Inc.	8783092	"Oil Migration System"
K&N Engineering, Inc.	9283506	"Air Filter"
K&N Engineering, Inc.	D717933	"Integrated filter and airbox"
K&N Engineering, Inc.	D739513	"Air filter"
K&N Engineering, Inc.	D740927	"Top filter"

K&N Engineering, Inc.	D767112	"Vent Breather"
K&N Engineering, Inc.	7665442	"Throttle Plate For Use With Internal Combustion Engine"
K&N Engineering, Inc.	D401684	"Air Filter"
K&N Engineering, Inc.	D401942	"Filter Cover"
K&N Engineering, Inc.	D403414	"Cylindrical pleated air filter with top and sidewall filtering area"
K&N Engineering, Inc.	D403416	"Air filter with top filtering area and tapered sidewall filtering area"
K&N Engineering, Inc.	D582432	"180 Degree Carburetor Hat"
K&N Engineering, Inc.	D582433	"Low Profile Carburetor Hat"
K&N Engineering, Inc.	D401597	"Shallow cylindrical air filter with top and side filtering areas"

Patent Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>PATENT</u>
K&N Engineering, Inc.	(13473765)	"Intercooler System"
K&N Engineering, Inc.	(14300400)	"Air velocity apparatus and system"
K&N Engineering, Inc.	(13460518)	"Air Filter"
K&N Engineering, Inc.	(14181678)	"Integrated Filter & Airbox"
K&N Engineering, Inc.	(14300951)	"Oil Migration System"
K&N Engineering, Inc.	(14701163)	"Filter Oil Formulation"
K&N Engineering, Inc.	(14231343)	"Air Filter Cleaning Wand"
K&N Engineering, Inc.	(14210678)	"Air Filter"
K&N Engineering, Inc.	(13953294)	"HOOD AIR SCOOP"
K&N Engineering, Inc.	(14857672)	"Sprayer Nozzle Support"
K&N Engineering, Inc.	(29/484310)	"Filter Cleaning Wand"
K&N Engineering, Inc.	(PCT/US2015/028627)	"Filter Oil Formation"
K&N Engineering, Inc.	(US2016/024097)	"Cabin Air Filter"
K&N Engineering, Inc.	(14/508239)	"Bottom Feed Fuel Bowl"
K&N Engineering, Inc.	(14/668/772)	"Cabin Air Filter"
K&N Engineering, Inc.	(14/974092)	"HVAC System Air Filter"
K&N Engineering, Inc.	(61/487645)	"Intercooler System"
K&N Engineering, Inc.	(61/986782)	"Filter Oil Formulation"