

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4106429

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

**CONVEYING PARTY DATA**

Name	Execution Date
K & N ENGINEERING, INC.	10/20/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION
<b>Street Address:</b>	4910 TIEDEMAN ROAD
<b>City:</b>	BROOKLYN
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	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

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

**Phone:** 2028357500

**Email:** DCIP@milbank.com

**Correspondent Name:** LISA COWARD

**Address Line 1:** 1850 K STREET NW, SUITE 1100

**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**

source=Project Colt - Second Lien Patent Security Agreement (Execution Version)#page1.tif

source=Project Colt - Second Lien Patent Security Agreement (Execution Version)#page2.tif

source=Project Colt - Second Lien Patent Security Agreement (Execution Version)#page3.tif

source=Project Colt - Second Lien Patent Security Agreement (Execution Version)#page4.tif

source=Project Colt - Second Lien Patent Security Agreement (Execution Version)#page5.tif

source=Project Colt - Second Lien Patent Security Agreement (Execution Version)#page6.tif

source=Project Colt - Second Lien Patent Security Agreement (Execution Version)#page7.tif

**SECOND LIEN PATENT SECURITY AGREEMENT**

**Second 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**”).

**WITNESSETH:**

WHEREAS, each Grantor is party to a Second 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 Second 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 Second 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 Second 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 Second Lien Patent Security Agreement.

SECTION 5. Counterparts. This Second 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 Second 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.

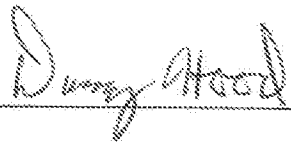
(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

(b) Each party to this Second 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 Second Lien Patent Security Agreement will affect the right of any party to this Second Lien Patent Security Agreement to serve process in any other manner permitted by Law.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Junior Lien Intercreditor Agreement, dated as of October 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among K&N Merger Sub II, Inc., K&N Intermediate Holdings II, Inc., KeyBank National Association, as First Lien Credit Agreement Collateral Agent and Second Lien Credit Agreement Collateral Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow.]

K&N ENGINEERING, INC.

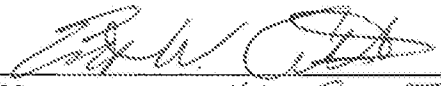
By: 

Doug Hood  
Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 040436 FRAME: 0539**

KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name  
Title

*Everett W. Conner*  
*Legal Director*

**Schedule I**  
**Patents and Patent Applications**



Issued Patents:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>PATENT</u>
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”