

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4186733

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ARCTIC CAT INC.	12/14/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	20975 SWENSON DRIVE
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	WAUKESHA
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53186
<b>PROPERTY NUMBERS Total: 13</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14846339
Application Number:	14683067
Application Number:	15179920
Application Number:	15081085
Application Number:	15143353
Patent Number:	7481198
Application Number:	15239320
Application Number:	62327022
Application Number:	62298438
Application Number:	62323428
Application Number:	15244793
Application Number:	62421577
Application Number:	62431230
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
<b>Phone:</b>	804.775.1675
<b>Email:</b>	evoorheis@mcguirewoods.com

**Correspondent Name:** EMILY S. VOORHEIS  
**Address Line 1:** 800 EAST CANAL STREET  
**Address Line 2:** GATEWAY PLAZA  
**Address Line 4:** RICHMOND, VIRGINIA 23220

**ATTORNEY DOCKET NUMBER:** 2039261-0093

**NAME OF SUBMITTER:** EMILY S. VOORHEIS

**SIGNATURE:** /Emily S. Voorheis/

**DATE SIGNED:** 12/15/2016

This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 22**

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## AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Agreement") is dated as of December 14, 2016, by and between ARCTIC CAT INC., a Minnesota corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for certain lenders ("Agent") in connection with the Loan Agreement described below.

### R E C I T A L S:

WHEREAS, Grantor, certain affiliates of Grantor, Agent, and the financial institutions party thereto as lenders entered into that certain Loan and Security Agreement, dated as of November 10, 2009 (the "Original Loan Agreement");

WHEREAS, in connection with the Original Loan Agreement, Grantor and Agent entered into that certain Patent Security Agreement, dated as of November 10, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, including, without limitation, by that certain First Amendment to Patent Security Agreement, dated as of May 24, 2012, by that certain Second Amendment to Patent Security Agreement, dated as of November 8, 2013, by that certain Third Amendment to Patent Security Agreement dated as of December 11, 2014, and by that certain Fourth Amendment to Patent Security Agreement dated as of May 12, 2015, the "Original Patent Security Agreement");

WHEREAS, in order to amend and restate the Original Loan Agreement, Grantor, certain affiliates of Grantor, Agent, and the financial institutions party thereto as lenders entered into that certain Amended and Restated Loan and Security Agreement, dated as of November 8, 2013 (the "Amended and Restated Loan Agreement");

WHEREAS, the Amended and Restated Loan Agreement was amended and restated in its entirety by that certain Second Amended and Restated Loan and Security Agreement, dated as of November 29, 2016, among the Grantor, certain affiliates of Grantor, the financial institutions party thereto from time to time as lenders (the "Lenders"), and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which, the Agent and Lenders have agreed to make extensions of credit and other financial accommodations to the Grantor and certain affiliates of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the amendment and restatement of the Amended and Restated Loan Agreement, the parties wish to amend and restate the Original Patent Security Agreement as set forth herein, which will provide for the terms and conditions upon which the Obligations (as defined in the Loan Agreement) shall be secured by the Patent Collateral (as defined below); and

WHEREAS, this Agreement is made to secure the Secured Obligations (as defined below) and in consideration of credit and other financial accommodations now or hereafter being afforded to Grantor and certain of its affiliates by Agent and Secured Parties (as defined in the Loan Agreement).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

### SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. Definitions. Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement. As used herein, the following terms have the meanings set

forth below:

Patents: any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all United States patents, patent applications and patent licenses, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions, (b) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the foregoing, including payments under all licenses entered into in connection with the foregoing and damages, claims, payments and recoveries for past, present or future infringement, and (c) any rights to sue for past, present and future infringements of the foregoing.

Patent License: means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Patent (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a patent owned by a third party, a sublicense to use a patent, a distribution agreement relating to goods or services covered by one or more patents and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

Secured Obligations: any and all of Grantor's and its affiliates' indebtedness and/or liabilities to Agent and Secured Parties of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising including all Obligations.

1.2. Certain Matters of Construction. The terms "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The terms "including" and "include" shall mean "including, without limitation" and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation hereof. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted hereby); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; or (f) unless otherwise specified herein, discretion of Agent means the sole and absolute discretion of Agent. Grantor shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Agent or any other Secured Party hereunder. No provision hereof shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision.

## SECTION 2. PATENT COLLATERAL

2.1. Grant of Security Interest in Patent Collateral. Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or Patent licensed under any Patent License.

2.2. Loan and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Loan Agreement and any security agreement delivered in connection therewith. Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2.3. Authorization to Supplement. If Grantor has or obtains rights to any Patents or Patent Licenses not listed on Schedule I, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such additional Patents or Patent Licenses. Without limiting Grantor's obligations under this **Section 2.3**, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such additional Patents or Patent Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

### SECTION 3. COVENANTS

3.1. Prosecution of Applications; Maintenance of Patents. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Patent Collateral, Grantor shall, until Full Payment of all the Obligations (a) use commercially reasonable efforts to prosecute any Patent pending as of the date hereof or thereafter, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office any Patent or Patent License set forth in Schedule I or otherwise, in all such cases the filing and payment of maintenance, registration fees, the filing of applications for continuation or reissue, the filing and diligent prosecution of opposition proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Patent Collateral, Grantor also agrees to preserve and maintain all rights in the Patent Collateral (unless Grantor has determined in its reasonable business judgment that the affected Patent Collateral is not in any way material to the conduct of its business or its operations). Grantor further agrees to retain experienced patent attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Patent Collateral, Grantor shall not, without Agent's prior written consent (to be given or withheld in Agent's discretion), abandon any rights in or fail to pay any fee for any Patent listed in Schedule I or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Patent License listed in Schedule I (unless Grantor has determined in its reasonable business judgment that the affected Patent Collateral is not in any way material to the conduct of its business or its operations). Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Patents. Grantor shall (a) protect, defend and maintain the validity and enforceability of all current and future Patents, (b) use commercially reasonable efforts to detect material

infringements of such Patents and promptly advise Agent in writing of material infringements detected and (c) not allow any Patents to be abandoned, forfeited or dedicated to the public unless Grantor has determined in its reasonable business judgment that the affected Patent Collateral is not in any way material to the conduct of its business or its operations. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Patent Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) during the continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Patent Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of Grantor or Agent in, the Patent Collateral (other than Patent Collateral consisting of patent numbers (a) 7,258,107, (b) 6,951,203, (c) 6,237,566, (d) 6,371,082, (e) 6,550,450 (f) 6,793,545, (g) 6,634,912, (h) 6,405,669, and (i) CA 2,322,738) must be approved, in writing, by Agent, whether or not an Event of Default has occurred and is continuing.

3.3. Expenses. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. If Grantor fails to comply with any of the provisions of **Section 3.1** or **3.2**, Agent shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by Applicable Law, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Patent Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the rate applicable to Base Rate Loans.

#### SECTION 4. MISCELLANEOUS

4.1. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be a Loan Document. This Agreement, together with the Loan Agreement and the other Loan Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks). To the extent not prohibited by Applicable Law, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend, interpret, or otherwise concerning this Agreement. Without limiting the applicability of any other provision of the Loan Agreement, the terms of Sections 14.13, 14.14 and 14.15 of the Loan Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

4.2. Amendment and Restatement. The Original Patent Security Agreement is hereby amended and restated in its entirety by this Agreement. This Agreement is not a novation of the Original Patent Security Agreement, but is an amendment and restatement thereof. The parties hereto hereby agree that, upon the effectiveness of this Agreement, the terms and provisions of the Original Patent Security Agreement shall be and hereby are amended and restated in their entirety by the terms, conditions, and provisions of this Agreement, and the other terms, conditions, and provisions of the Original Patent Security Agreement, except as otherwise expressly provided herein, are superseded by

this Agreement. It is the intention and understanding of the Agent and the Grantor that (i) all Liens securing the Existing Obligations remain in full force and effect and secure the Secured Obligations and (ii) the priority of all Liens securing the Existing Obligations shall not be impaired by the execution, delivery, and performance of this Agreement, the Loan Agreement, or any other Loan Document. All references to the Original Patent Security Agreement in the Loan Agreement, any Loan Document or any other document, instrument, agreement or writing relating to the foregoing shall be deemed to refer to this Agreement, as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms. Grantor hereby re-evidences, ratifies, confirms, and reaffirms the Existing Obligations and the security interests granted and Liens created under the Original Patent Security Agreement.

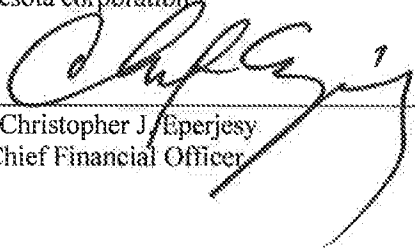
4.3. Filing Considerations. For procedural purposes, Exhibit A-1 attached hereto describes the Patent Collateral added to Schedule I pursuant to this Agreement and Exhibit A-2 attached hereto describes the Patent Collateral removed from Schedule I pursuant to this Agreement. In no event shall such removal release or be deemed to release any security interest in any past, present, or future Patent Collateral. The Patent Collateral that is removed from Schedule I pursuant to this Agreement is removed solely because, as of the date hereof, such Patent Collateral has been cancelled or has otherwise ceased to exist. To the extent that such Patent Collateral is reinstated or the Grantor has or acquires any right, title, or interest with respect thereto or to any similar Patent Collateral, such Patent Collateral shall be deemed to constitute Patent Collateral. The Grantor hereby represents and warrants to the Agent that, as of the date of this Agreement, neither the Grantor nor any other Obligor has any right, title, or interest in or to any of the Intellectual Property described on Exhibit A-2 attached hereto.

[Remainder of Page Intentionally Left Blank]

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

**GRANTOR:**

ARCTIC CAT INC.,  
a Minnesota corporation

By:   
Name: Christopher J. Eperjesy  
Title: Chief Financial Officer

**AGENT:**

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: Brian Conole  
Title: Senior Vice President



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


**GRANTOR:**

**ARCTIC CAT INC.,**  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**BANK OF AMERICA, N.A.**

By:   
Name: Brian Conole  
Title: Senior Vice President

SCHEDULE I  
to  
AMENDED AND RESTATED PATENT SECURITY AGREEMENT

PATENTS

<b>PATENT</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE</b>	<b>PATENT REGISTRATION NUMBER</b>
Adjustable Headlight	U.S.	Filed: 10/1/2002; Issue Date: 11/29/2005	6,969,184
Adjustable Riser Assembly	U.S.	Filed: 2/28/2007; Issue Date: 3/26/2013	8,402,861
Adjustable Seat Assembly	U.S.	Filed: 2/28/2007 Issue Date: 05/31/2011	7,950,736
Adjustable Steering Assembly	U.S.	Filed: 4/25/2007; Issue Date 07/10/2012	8,215,201
Adjustable Steering Assembly	U.S.	Filed: 6/13/2012; Issue Date 02/26/2013	8,381,611
Air Intake System for a Vehicle	U.S.	Filed: 11/2/2001 Issue Date: 11/29/2005	6,968,916
Clutch Shield	U.S.	Filed: 10/10/2002 Issue Date: 3/8/2005	6,863,145
Fan for Drive Clutch	U.S.	Filed: 02/29/2012 Issue Date: 07/15/2014	8,776,930
Dual Cam Surface Clutch	U.S.	Filed: 9/23/2004 Issue Date: 5/2/2006	7,037,226

Schedule I

<b>PATENT</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE</b>	<b>PATENT REGISTRATION NUMBER</b>
Foam Padded Seat with Storage Space	U.S.	Filed: 10/29/2002 Issue Date: 9/5/2006	7,100,979
Fuel Tank for a Straddle-Mounted Vehicle	U.S.	Filed: 4/29/2002 Issue Date: 7/6/2004	6,758,497
Grooved Oil Pan for Use with a Snowmobile	U.S.	Filed: 4/11/2002 Issue Date: 8/2/2005	6,923,283
Layered Snowmobile Tunnel	US	Filed: 2/16/2011 Issue Date: 09/10/2013	8,528,683
Ignition Timing Control System	U.S.	Filed: 6/5/2003 Issue Date: 10/4/2005	6,951,203
Idler Wheel Assembly for Snowmobile	U.S.	Filed: 11/30/2011 Issue Date: 05/27/2014	8,733,490
Integral Bumper and Skid Plate	U.S.	Filed: 8/8/2002 Issue Date: 5/10/2005	6,890,010
Integral Bumper and Skid Plate	Canada	Filed: 11/6/2002 Issue Date: 12/30/2008	2411314
Internal Combustion Engine with Pneumatically Controlled Variable Exhaust Valve	U.S.	Filed: 5/14/1999 Issue Date: 4/17/2001	6,216,648
Linked Suspension System for a Vehicle	U.S.	Filed: 11/2/2001 Issue Date: 12/20/2005	6,976,689

Schedule I

<b>PATENT</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE</b>	<b>PATENT REGISTRATION NUMBER</b>
Linked Suspension System for a Vehicle	Canada	Filed: 11/2/2001 Issue Date: 12/5/2006	2,361,044
Low Noise Track Profile	U.S.	Filed: 2/24/2003 Issue Date: 8/2/2005	6,923,515
Low Noise Track Profile	Europe-Finland	Filed: 1/10/2007 Issue Date: 1/10/2007	195449750
Low Noise Track Profile	Europe-Sweden	Filed: 4/5/2007 Issue Date: 1/10/2007	1449750
Low Noise Track Profile	Canada	Filed: 2/11/2004 Issued Date: 12/20/2010	2457290
Multi-Location Fuel Injection System	U.S.	Filed: 6/2/2005 Issue Date: 1/30/2007	7,168,401
Position-Sensitive Shock Absorber	U.S.	Filed: 2/24/2003 Issue Date: 11/22/2005	6,966,412
Regulator Bearing Mount	U.S.	Filed: 6/13/2002 Issue Date: 1/18/2005	6,843,603
Reversible Rear Axle Mount	U.S.	Filed: 3/6/2002 Issue Date: 7/13/2004	6,761,236

Schedule I

PATENT	COUNTRY OF REGISTRATION	DATE	PATENT REGISTRATION NUMBER
Seating System Configurable Between One-Person to Two-Person Configurations, and Method for Configuring Same	U.S.	Filed: 5/26/2000 Issue Date: 12/10/2002	6,491,124
Snowmobile Air Box Assembly	U.S.	Filed: 11/7/2002 Issue Date: 9/5/2006	7,100,730
Snowmobile Air Box Assembly	U.S.	Filed: 6/16/2006 Issue Date: 5/6/2008	7,367,418
Traction Lugs for Snowmobile Drive Track	U.S.	Filed: 2/23/2004 Issue Date: 9/9/2008	7,422,295
Snowmobile Drive Track	U.S.	Filed: 8/16/2007 Issue Date: 5/11/2010	7,712,846
Snowmobile Exhaust Exit	U.S.	File: 9/24/2004 Issue Date: 9/13/2005	6,942,052
Snowmobile Exhaust Exit	Canada	Filed: 9/23/2005 Issue Date: 9/2/2008	2,520,794
Snowmobile Planetary Drive System	U.S.	Filed: 4/26/2001 Issue Date: 6/21/2005	6,907,951
Snowmobile Planetary Drive System	U.S.	Filed: 9/27/2001 Issue Date: 6/1/2004	6,742,618

Schedule I

<b>PATENT</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE</b>	<b>PATENT REGISTRATION NUMBER</b>
Snowmobile Planetary Drive System	U.S.	Filed: 6/1/2004 Issue Date: 6/20/2006	7,063,639
Snowmobile Remote Ignition System	U.S.	Filed: 03/28/2005 Issue Date: 11/28/2006	7,140,338
Snowmobile Track Suspension	U.S.	Filed: 2/18/2005 Issue Date: 4/22/2008	7,360,618
Snowmobile Tunnel and Rear Heat Exchanger	U.S.	Filed: 9/29/2004 Issue Date: 2/12/2008	7,328,765
Snowmobile Tunnel and Rear Heat Exchanger	U.S.	Filed: 2/28/2007 Issue Date: 08/24/2010	7,779,944
Staggered Ski Skag	U.S.	Filed: 5/16/2003 Issue Date: 2/10/2009	7,487,974
Staggered Ski Skag	Canada	Filed: 5/14/2004 Issued: 10/04/2011	2467319
Steering Post for Recreational Vehicle	U.S.	Filed: 11/7/2002 Issue Date: 4/17/2007	7,204,497
Temperature-Controlled Fuel Injection System or Two-Stoke Engine	U.S.	Filed: 7/20/2005 Issue Date: 8/21/2007	7,258,107
Three-Point Engine Mount	U.S.	Filed: 8/20/2002 Issue Date: 8/1/2006	7,083,024

Schedule I

<b>PATENT</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE</b>	<b>PATENT REGISTRATION NUMBER</b>
Two-Cycle Engine with Exhaust Temperature-Controlled Ignition Timing	U.S.	Filed: 12/1/1999 Issue Date: 5/29/2001	6,237,566
Two-Cycle Engine with Exhaust Temperature-Controlled Ignition Timing	U.S.	Filed: 5/10/2000 Issue Date: 4/16/2002	6,371,082
Two-Cycle Engine with Exhaust Temperature-Controlled Ignition Timing	U.S.	Filed: 4/16/2002 Issue Date: 4/22/2003	6,550,450
Two-Cycle Engine with Exhaust Temperature-Controlled Ignition Timing	Canada	Filed: 10/10/2000 Issue Date: 2/18/2003	2322738
U-Joint Progressive Steering Arrangement	U.S.	Filed: 2/28/2007 Issue Date: 11/17/2009	7,617,900
Vehicle Tracking Control System	U.S.	Filed: 2/18/2005 Issue Date: 5/20/2008	7,374,188
HELMET WITH INTEGRATED HEAD LIGHT	U.S.	Filed: 2/17/2005 Issue Date: 10/19/2010	7,814,578
HELMET WITH VENTILATION FOR FOG MANAGEMENT AND RESPIRATION	U.S.	Filed: 2/8/2001 Issue Date: 7/30/2002	6,425,143

Schedule I

PATENT	COUNTRY OF REGISTRATION	DATE	PATENT REGISTRATION NUMBER
HELMET WITH VENTILATION FOR FOG MANAGEMENT AND RESPIRATION	Canada	Filed: 2/14/2001 Issue Date: 12/15/2009	2336548
All-Terrain Vehicle Engine Configuration	U.S.	Filed: 05/12/2005 Issue Date: 10/21/2008	7,438,153
All-Terrain Vehicle Reverse Gear Protection	U.S.	Filed: 04/28/2005 Issue Date: 9/9/2008	7,422,545
All-Terrain Vehicle Reverse Gear Protection	Canada	Filed: 4/27/2006 Issue Date: 08/18/2009	2545209
Wheel Hub Nut Retainer Plate	U.S.	Filed: 09/04/2012 Issue Date: 02/10/2015	8,950,824
Compact Steering Mechanism	U.S.	Filed: 04/20/2012 Issue Date: 04/29/2014	8,708,358
Biased Plunge Pin Assembly	U.S.	Filed: 09/14/2010 Issued: 03/05/2013	8,388,457
Electronic Control Unit Limiter with Coded Release	U.S.	Filed: 04/30/2012 Issue Date: 08/26/2014	8,818,570
Integrated Safety Net for Vehicle	U.S.	Filed: 12/21/2011 Issued: 06/18/2013	8,465,050
Mating Receiver Rack for Personal Recreational Vehicles	U.S.	Filed: 06/13/2002 Issue Date: 5/16/2006	7,044,526

Schedule I



<b>PATENT</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE</b>	<b>PATENT REGISTRATION NUMBER</b>
Mating Receiver Rack for Personal Recreational Vehicles	U.S.	Filed: 04/22/2005 Issued: 12/21/2010	7,854,460
Mating Receiver Rack for Personal Recreational Vehicle	Canada	Filed: 05/05/2003 Issue Date: 07/19/2011	2427706
Suspension for Vehicle	U.S.	Filed: 04/24/2012 Issue Date: 07/01/2015	8,764,039
Power Distribution Module for Personal Recreational Vehicle	U.S.	Filed: 10/29/2002 Issue Date: 7/4/2006	7,072,188
Power Distribution Module for Personal Recreational Vehicle	U.S.	Filed: 06/28/2006 Issue Date: 9/2/2008	7,420,822
Power Distribution Module for Personal Recreational Vehicle	U.S.	Filed: 08/07/2008 Issue Date: 7/7/2009	7,558,079
Recreational Vehicle Locking Differential	U.S.	Filed: 05/07/2003 Issue Date: 3/28/2005	7,018,317
2-Up ATV	U.S.	Filed: 08/11/2003 Issue Date: 6/29/2010	7,743,864
2-Up ATV	Canada	Filed: 07/31/2002 Issue Date: 7/15/2008	2,421,281
Textured All-Terrain Vehicle Fenders	U.S.	Filed: 12/20/2004 Issued Date: 3/2/2010	7,669,678

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<b>PATENT</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE</b>	<b>PATENT REGISTRATION NUMBER</b>
Winch Switch	U.S.	Filed: 06/13/2002 Issue Date: 7/13/2004	6,762,377
Controlled Thrust Steering System for WC	U.S.	Filed: 5/16/03 Issue Date: 9/21/04	6,793,545
Integrated safety net for Vehicle	Canada	9/29/2015	2793192
Off-highway recreational vehicle	Canada	02/20/2014	2903168
Throttle Body and Plate	U.S.	1/27/2009	7,481,198
Transmission Cover with Improved Airflow	U.S.	06/14/2016	9,366,331
Vehicle Speed Limiter via Gauge Interface	U.S.	03/15/2016	9,286,264
Door for Recreational Off-Highway Vehicle	U.S.	06/23/2015	9,061,569
Off-Highway Recreational Vehicle	U.S.	05/03/2016	9,327,587
Mating Receiver Rack for Personal Recreational Vehicle	Canada	06/30/2015	2541084
Vehicle Configuration	U.S.	11/10/2015	9,180,801
Snowmobile Skid Frame Assembly	US	04/06/2016	9,321,509

**PATENT APPLICATIONS**

<b>PATENT</b>	<b>COUNTRY OF APPLICATION</b>	<b>PATENT APPLICATION NUMBER</b>	<b>DATE</b>
Fan for Drive Clutch	Canada	Pending	Filed: 02/25/2012
Idler Wheel Assembly for Snowmobile	Canada	Pending	Filed: 10/25/2011
Snowmobile Drive Track	Canada	2458321	Filed: 2/23/2004

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PATENT	COUNTRY OF APPLICATION	PATENT APPLICATION NUMBER	DATE
Compact Steering Mechanism	Canada	2813156	Filed: 04/17/2013
Electronic Control Unit Limiter with Coded Release	Canada	2814465	Filed: 04/29/2013
Vehicle Speed Limiter via Gauge Interface	Canada	2905295	Filed: 03/07/2014
Door for Recreational Off-Highway Vehicle	Canada	2905759	Filed: 03/07/2014
Off-Highway Recreational Vehicle	Canada	2903168	Filed: 2/20/2014
Off-Highway Recreational Vehicle	Taiwan	103105878	Filed: 2/21/2014
Suspension for Vehicle	Canada	2813589	Filed: 04/22/2013
Oxygen Sensor Cooling Duct	U.S.	14/475,359	Filed: 09/02/2014
Remote Located Clutch	U.S.	14/245,901	Filed: 04/04/2014
Remote Located Clutch	Canada	2887275	Filed: 04/01/2015
Vehicle Configuration	Canada	2817233	Filed: 05/29/2013
Retaining Device for Vehicle Racks	U.S.	14/846,339	Filed: 09/04/2015
Idler Wheel Assembly for Snowmobile	Canada	CA2793334	Filed: 10/25/2011
Snowmobile Skid Frame Assembly	Canada	CA2928750	Filed: 12/16/2014
Vehicle Speed Limiter via Gauge Interface	Canada	2905295	Filed: 03/07/2014
Door for recreational off-highway vehicle	Canada	2905759	Filed: 03/07/2014
Symmetric Engine and Transmission Coupler	U.S.	14/683067	Filed: 04/09/2015

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<b>PATENT</b>	<b>COUNTRY OF APPLICATION</b>	<b>PATENT APPLICATION NUMBER</b>	<b>DATE</b>
Transmission Cover with Improved Airflow	U.S.	15/179920	Filed: 06/10/2016
Snowmobile Skid Frame Assembly	U.S.	15/081085	Filed: 3/25/2016
Off-highway recreational vehicle	U.S.	15/143353	Filed: 04/29/2016
Oxygen Sensor Cooling Duct	PCT	WO2016036706	Filed: 9/1/2015
Off-Highway Recreational Vehicle	EP	2958792	Filed: 02/20/2014
Wheel Hub Nut Retainer Plate	Canada	2883954	Filed: 08/27/2013
Vehicle Intake	U.S.	15/239320	Filed: 08/15/2016
Spindle and suspension system for recreational vehicle	U.S.	62/327022	Filed: 4/25/2016
Snow Vehicle	U.S.	62/298438	Filed: 02/22/2016
Snow Vehicle	U.S.	62/323428	Filed: 4/15/2016
Off Road Vehicle	U.S.	15/244793	Filed: 8/23/2016
Actuated Scratchers for a Tracked Vehicle	U.S.	62/421577	Filed: 11/14/2016
ELECTRONIC CONTROL UNIT FOR LIMITING AT LEAST ONE VEHICLE PARAMETER, CORRESPONDING METHOD AND STORAGE MEDIUM STORING CORRESPONDING INSTRUCTIONS	Mexico	MX/a/2015/011840	Filed: 03/07/2014
DOOR FOR RECREATIONAL OFF-HIGHWAY VEHICLE	Mexico	MX/a/2015/011838	Filed: 03/07/2014

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<b>PATENT</b>	<b>COUNTRY OF APPLICATION</b>	<b>PATENT APPLICATION NUMBER</b>	<b>DATE</b>
Off Highway Recreational Vehicle	Mexico	MX/a/2015/010772	Filed: 02/202014
Off Highway Recreational Vehicle	EP	14709061	Filed: 02/20/2014
DRIVE TRAIN COMPONENTS FOR RECREATIONAL VEHICLES	U.S.	62/431230	Filed: 12/07/2016

Schedule I

EXHIBIT A-1  
to  
AMENDED AND RESTATED PATENT SECURITY AGREEMENT  
Patent Collateral added to Schedule I pursuant to this Agreement

PATENT	COUNTRY OF REGISTRATION	ISSUE DATE/FILING DATE	PATENT REGISTRATION NUMBER/SERIAL APPLICATION NUMBER
Idler Wheel Assembly for Snowmobile	Canada	10/25/2011	CA2793334
Snowmobile Skid Frame Assembly	Canada	12/16/2014	CA2928750
Retaining Device for Vehicle Racks	U.S.	09/04/2015	14/846339
Vehicle Speed Limiter via Gauge Interface	Canada	03/07/2014	2905295
Integrated safety net for Vehicle	Canada	9/29/2015	2793192
Door for recreational off-highway vehicle	Canada	03/07/2014	2905759
Off-highway recreational vehicle	Canada	02/20/2014	2903168
Remote Located Clutch	Canada	04/01/2015	2887275
Symmetric Engine and Transmission Coupler	U.S.	04/09/2014	14/683067
Transmission Cover with Improved Airflow	U.S.	05/10/2016	15/179920
Snowmobile Skid Frame Assembly	U.S.	3/25/2016	15/081085
Off-highway recreational vehicle	U.S.	04/29/2016	15/143353
Oxygen Sensor Cooling Duct	PCT	9/1/2015	WO2016036706
Off-Highway Recreational Vehicle	EP	02/20/2014	2958792
Wheel Hub Nut Retainer Plate	Canada	08/27/2013	2883954
Throttle Body and Plate	U.S.	1/27/2009	7,481,198
Vehicle Intake	U.S.	08/15/2016	15/239320
Spindle and suspension system for recreational vehicle	U.S.	4/25/2016	62/327022
Snow Vehicle	U.S.	02/22/2016	62/298438
Snow Vehicle	U.S.	4/15/2016	62/323428
Off Road Vehicle	U.S.	8/23/2016	15/244793
Actuated Scratchers for a	U.S.	11/14/2016	62/421577

Exhibit A-1

Tracked Vehicle			
ELECTRONIC CONTROL UNIT FOR LIMITING AT LEAST ONE VEHICLE PARAMETER, CORRESPONDING METHOD AND STORAGE MEDIUM STORING CORRESPONDING INSTRUCTIONS	Mexico	03/07/2014	MX/a/2015/011840
DOOR FOR RECREATIONAL OFF-HIGHWAY VEHICLE	Mexico	03/07/2014	MX/a/2015/011838
Off Highway Recreational Vehicle	Mexico	02/202014	MX/a/2015/010772
Off Highway Recreational Vehicle	EP	02/20/2014	14709061
DRIVE TRAIN COMPONENTS FOR RECREATIONAL VEHICLES	U.S.	12/07/2016	62/431230

EXHIBIT A-2

to

Amended and Restated Patent Security Agreement

Patent Collateral removed from Schedule I pursuant to this Agreement

<b>PATENT</b>	<b>COUNTRY OF REGISTRATION</b>	<b>ISSUE DATE/FILING DATE</b>	<b>PATENT REGISTRATION NUMBER/SERIAL APPLICATION NUMBER</b>
Snowmobile Remote Ignition System	U.S.	01/28/2003	6,871,624
Engine Configuration for a Vehicle	Sweden	03/15/2006	000433487
Recreational Vehicle Locking Differential	Europe	03/31/2010	1475264
Recreational Vehicle Locking Differential	Europe - Germany	3/31/2010	60 2004 026 244.7-08
Recreational Vehicle Locking Differential	Europe - France	03/31/2010	1475264
Redacted	U.S.	02/23/2013	29/446,446
Low Noise Track Profile	Europe	Filed: 2/20/2004 Issue Date: 1/10/2007	1449750
Redacted	Europe	Filed: 08/22/2013 Issue Date: 11/12/2013	002294934-001
Redacted: "skidframe" technology	PCT	Filed: 12/16/2014	PCT/US14/70669
Redacted – "Exhaust Outlet" technology	US	Pending	Pending
Partially Redacted "speedrack lock" technology	US	Pending	Unfiled
Redacted	Canada	Pending	Filed: 03/03/2015
Redacted	Canada	Pending	Filed: 10/22/2012
Redacted	Canada	Pending	Filed: 08/21/2013

Exhibit A-2

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RECORDED: 12/15/2016

**PATENT**  
REEL: 040940 FRAME: 0555