PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7328026

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TRANSGO, LLC	05/12/2022
REVMAX PERFORMANCE, LLC	05/12/2022

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 17

Patent Number: 6871397 Patent Number: 6913554 Patent Number: 6964628 Patent Number: 7128679 Patent Number: 9970534 Patent Number: 10385962 Patent Number: D732084 Patent Number: 10724628 Patent Number: 11105415 Patent Number: 10948059 Patent Number: 5743823 Patent Number: 6340160 Application Number: 16405333 Application Number: 17405493	Property Type	Number
Patent Number: 6964628 Patent Number: 7128679 Patent Number: 9970534 Patent Number: 9429228 Patent Number: 10385962 Patent Number: D732084 Patent Number: 11105415 Patent Number: 10948059 Patent Number: 5743823 Patent Number: 5768953 Patent Number: 6340160 Application Number: 16405333	Patent Number:	6871397
Patent Number: 7128679 Patent Number: 9970534 Patent Number: 9429228 Patent Number: 10385962 Patent Number: D732084 Patent Number: 10724628 Patent Number: 11105415 Patent Number: 10948059 Patent Number: 5768953 Patent Number: 6340160 Application Number: 29718266 Application Number: 16405333	Patent Number:	6913554
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Patent Number: 5768953 Patent Number: 6340160 Application Number: 29718266 Application Number: 16405333	Patent Number:	10948059
Patent Number: 6340160 Application Number: 29718266 Application Number: 16405333	Patent Number:	5743823
Application Number: 29718266 Application Number: 16405333	Patent Number:	5768953
Application Number: 16405333	Patent Number:	6340160
	Application Number:	29718266
Application Number: 17405493	Application Number:	16405333
	Application Number:	17405493

CORRESPONDENCE DATA

PATENT REEL: 060047 FRAME: 0421

507281104

Fax Number:

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.

Email: RLAVALLE@KSLAW.COM

Correspondent Name: RYAN LA VALLE

Address Line 1: 110 N. WACKER DRIVE CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	23743.515037
NAME OF SUBMITTER:	RYAN LA VALLE
SIGNATURE:	/Ryan La Valle/
DATE SIGNED:	05/12/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

source=Project Torque - Patent Security Agreement (Executed) 5.12.22#page1.tif source=Project Torque - Patent Security Agreement (Executed) 5.12.22#page2.tif source=Project Torque - Patent Security Agreement (Executed) 5.12.22#page3.tif source=Project Torque - Patent Security Agreement (Executed) 5.12.22#page4.tif source=Project Torque - Patent Security Agreement (Executed) 5.12.22#page5.tif source=Project Torque - Patent Security Agreement (Executed) 5.12.22#page6.tif source=Project Torque - Patent Security Agreement (Executed) 5.12.22#page7.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 12, 2022, is made by Transgo, LLC, a California Limited Liability company ("<u>TransGo</u>") and RevMax Performance, LLC, a Delaware limited liability company ("<u>RevMax</u>" and together with Transgo, each a "<u>Grantor</u>" and collectively the "<u>Grantors</u>"), in favor of Antares Capital LP ("<u>Antares Capital</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, "<u>Agent</u>") for the Lenders, the Swingline Lender and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 16, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrower, Holdings, the Lenders, the Swingline Lender and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders, the Swingline Lender and the L/C Issuers severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower and Agent have negotiated that certain Second Amendment to Credit Agreement, dated as of April 20, 2022 hereof (the "Second Amendment to Credit Agreement"), in order to finance the acquisition of 100% of the issued and outstanding membership interests of TPT Solutions, LLC, a Delaware limited liability company;

WHEREAS, pursuant to the Second Amendment to Credit Agreement, each Grantor has entered into that certain Joinder to Guaranty and Security Agreement, dated as of the date hereof, to join that certain Guaranty and Security Agreement, dated as of November 16, 2021 in favor of Agent (the "Guaranty and Security Agreement"), as a Grantor to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. Each 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "<u>Patent Collateral</u>"):

- (a) all of its Patents included in the Collateral, 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.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Property.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.
- Section 4. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 5. <u>Governing Law</u>. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- Section 6. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantors hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantors. At the request of the Grantors following any such termination, the Agent shall promptly execute and deliver to the Grantors such documents as the Grantors reasonably request to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRANSGO, LLC, as a Grantor

Name: Josh

Title: Chie OF inducial Officer

REVMAX PERFORMANCE, LLC, as a Grantor

Name: Josh

Title: Chief Finandial Officer

[Signature Page to Patent Security Agreement]

ACKNOWLEDGED AND AGREED as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:____

Name: Lofton Spencer

Title: Duly Authorized Signatory

[Signature page to Patent Security Agreement]

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	Patent No. (App. No./Registration No.)	Issued Date (App. Date/Registration Date)	Inventor Name/Assignee
Methods and systems for improving the operation of transmissions for motor vehicles	Registration No. 6871397	Registration Date: 3/29/2005	TransGo, LLC
Methods and systems for improving the operation of transmissions for motor vehicles	Registration No. 6913554	Registration Date: 7/5/2005	TransGo, LLC
Methods and systems for improving the operation of transmissions for motor vehicles	Registration No. 6964628	Registration Date: 11/15/2005	TransGo, LLC
Methods and systems for improving the operation of transmissions for motor vehicles	Registration No. 7128679	Registration Date: 10/31/2006	TransGo, LLC
Methods and systems for improving the operation of	Registration No. 9970534	Registration Date: 05/15/2018	TransGo, LLC

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transmissions for motor vehicles			
Methods for improving the operation of transmissions for motor vehicles	Registration No. 9429228	Registration Date: 8/30/2016	TransGo, LLC
Direct lubricating input shaft assembly	Registration No. 10385962	Registration Date: 8/20/2019	RevMax Performance, LLC
Torque convertor sprag clutch retainer	Registration No. D732084	Registration Date: 6/16/2015	RevMax Performance, LLC
Methods and systems for improving the operation of transmissions for motor vehicles	Registration No. 10724628	Registration Date: 7/28/2020	TransGo, LLC
Increase line pressure mechanically in 68RFE (for the high performance kit)	Registration No. 11105415	Registration Date 8/31/2021	TransGo, LLC
Input Drum for Transmissions for Motor Vehicles	Registration No. 10948059	Registration Date: 3/16/2021	TransGo, LLC
Methods and systems for improving the operation of	Registration Number: 5743823	Registration Date: 4/28/1998	TransGo, LLC

transmissions for motor vehicles			
Methods and systems for improving the operation of transmissions for motor vehicles	Registration Number: 5768953	Registration Date: 6/23/1998	TransGo, LLC
System for sealing relatively movable elements	Registration Number: 6340160	Registration Date: 1/22/2002	TransGo, LLC

2. PATENT APPLICATIONS

Patent	Patent No. (App. No.)	Issued Date (App. Date)	Inventor Name/Assignee
Billet Hub	Application No. 29/718,266	Application Date: 4/19/2022 (scheduled)	RevMax Performance, LLC
Methods and systems for improving the operation of transmissions for motor vehicles	Application No. 16/405,333	Application Date: 05/07/2019	TransGo, LLC
Transmission Cooler Thermal Bypass Device	Application Number: 17/405,493	Application Date: 08/18/2021	RevMax Performance, LLC

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RECORDED: 05/12/2022