

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7377618

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TMG PERFORMANCE PRODUCTS, LLC	06/10/2022
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS AGENT	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	7798286	
Patent Number:	7942239	
Application Number:	16568674	
Application Number:	16663897	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	3127646944	
Email:	TMaloney@KSLaw.com	
Correspondent Name:	TIMOTHY MALONEY	
Address Line 1:	110 NORTH WACKER DRIVE, SUITE 3800	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	C/M#: 23743.515037	
NAME OF SUBMITTER:	TIMOTHY MALONEY	
SIGNATURE:	/Timothy Maloney/	
DATE SIGNED:	06/10/2022	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 10, 2022, is made by TMG Performance Products, LLC, an Ohio Limited Liability company (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") 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 "Credit Agreement"), 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, 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 Fourth Amendment to Credit Agreement, dated as of the date hereof (the "Fourth Amendment to Credit Agreement"), in order to finance the acquisition of 100% of the issued and outstanding membership interests of the Grantor;

WHEREAS, pursuant to the Fourth Amendment to Credit Agreement, 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, Grantor is party to the Guaranty and Security Agreement pursuant to which 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 Fourth Amendment to 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, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. 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 Grantor (the "Patent Collateral"):

(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. Counterparts. 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.

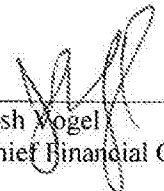
Section 5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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 Grantor 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 Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

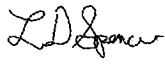
TMG PERFORMANCE PRODUCTS, LLC, as
Grantor

By: 
Name: Josh Vogel
Title: Chief Financial Officer and Secretary

[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

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

1. REGISTERED PATENTS

COUNTRY	TITLE	PATENT DATE / (FILING DATE)	PATENT NO. / (APPL. NO.)	OWNER	STATUS
United States	EXHAUST MUFFLER HAVING A HORIZONTALLY EXTENDING SOUND ATTENUATION CHAMBER	9/21/2010	7,798,286	TMG PERFORMANCE PRODUCTS, LLC	Issued
United States	EXHAUST MUFFLER	5/17/2011	7,942,239	TMG PERFORMANCE PRODUCTS, LLC	Issued

2. PATENT APPLICATIONS

COUNTRY	TITLE	PATENT DATE / (FILING DATE)	PATENT NO. / (APPL. NO.)	OWNER	STATUS
United States	METHOD AND APPARATUS FOR SUPPRESSING UNDESIRABLE TONES IN AN EXHAUST SYSTEM	(9/12/2019)	(16/568,674)	TMG PERFORMANCE PRODUCTS, LLC	Pending
United States	PERSONALIZED PRODUCT MODIFICATION	(10/25/2019)	(16/663,897)	TMG PERFORMANCE PRODUCTS, LLC	Pending