

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
TGC Components LLC		12/26/2012	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
Name:	CoBiz Bank		
Street Address:	821 17th Street		
Internal Address:	6th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	78963719	EFX	
Serial Number:	77563664	MOTOGRIP	
Serial Number:	78597621	MOTOSPORT ALLOYS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	7205364910		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	720-536-4906		
Email:	shane@neugeborenlaw.com		
Correspondent Name:	Shane Percival		
Address Line 1:	1227 Spruce St.		
Address Line 2:	Suite 200		
Address Line 4:	BOUDLER, COLORADO 80302		
NAME OF SUBMITTER:	Percival, Shane		

OP \$90.00 78963719

Signature:	/Shane Percival/
Date:	01/14/2013
<b>Total Attachments: 6</b> source=CoBiz - TGC Trademark Security Agreement 2012-12-26 (EXECUTED)#page1.tif source=CoBiz - TGC Trademark Security Agreement 2012-12-26 (EXECUTED)#page2.tif source=CoBiz - TGC Trademark Security Agreement 2012-12-26 (EXECUTED)#page3.tif source=CoBiz - TGC Trademark Security Agreement 2012-12-26 (EXECUTED)#page4.tif source=CoBiz - TGC Trademark Security Agreement 2012-12-26 (EXECUTED)#page5.tif source=CoBiz - TGC Trademark Security Agreement 2012-12-26 (EXECUTED)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 26, 2012 (the "Agreement"), is made by **TGC Components LLC** ("Grantor"), in favor of **CoBiz Bank**, a Colorado corporation ("CoBiz").

### WITNESSETH:

**WHEREAS**, pursuant to the Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and CoBiz, CoBiz has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has agreed, pursuant to the Loan Agreement, to grant a security interest in all of Grantor's assets to CoBiz, including but not limited to Grantor's General Intangibles (as defined therein), and in connection therewith the parties hereto desire to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce CoBiz to enter into the Loan Agreement and to make extensions of credit to Grantor thereunder, Grantor hereby agrees with CoBiz as follows:

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

Section 2. Grant of Security Interest in Trademark 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 Obligations, hereby mortgages, pledges and hypothecates to CoBiz, and grants to CoBiz, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

- (a) all of its trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) 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.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to CoBiz pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of CoBiz with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with its trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 6. Governing Law. This Trademark 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 Colorado.

**[SIGNATURE PAGES FOLLOW]**

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

Very truly yours,

**TGC COMPONENTS LLC,**  
as Grantor

By: 

Name: Michael R. Starkle

Title: Secretary

**ACKNOWLEDGED AND AGREED**  
as of the date first above written:

**COBIZ BANK**, a Colorado corporation

By: \_\_\_\_\_  
Joshua Peters, Vice President

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

Very truly yours,

**TGC COMPONENTS LLC,**  
as Grantor


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED**  
as of the date first above written:

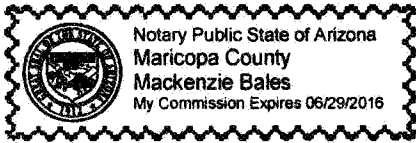
**COBIZ BANK**, a Colorado corporation

By:   
Joshua Peters, Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this 21<sup>st</sup> day of DEC., 2012 before me personally appeared Michel Starkie, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TGC Components LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Managing Member and that he acknowledged said instrument to be the free act and deed of said corporation.



Mackenzie Bales  
Notary Public

**SCHEDULE 1**

Registered

EFX  
Motorsport Alloys  
Motogrip

Unregistered

Fairway Alloys  
Colorado Components  
MSA Wheels