

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Performance Acquisition, LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Premier Performance, LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Northridge 4x4 LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	222 South Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4107813	WE SPEAK DIESEL	
Serial Number:	86304411	WE SPEAK DIESEL	
Serial Number:	86450532	NORTHRIDGE 4X4	
Serial Number:	86450526	WE SPEAK OFF-ROAD	
Serial Number:	86450512	WE SPEAK PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	D6410-00065		

CH \$140.00 4107813

NAME OF SUBMITTER:	Brian P. Kerwin
SIGNATURE:	/Brian P. Kerwin/
DATE SIGNED:	12/24/2014
Total Attachments: 8 source=Fifth Third-Premier (IPSA)#page1.tif source=Fifth Third-Premier (IPSA)#page2.tif source=Fifth Third-Premier (IPSA)#page3.tif source=Fifth Third-Premier (IPSA)#page4.tif source=Fifth Third-Premier (IPSA)#page5.tif source=Fifth Third-Premier (IPSA)#page6.tif source=Fifth Third-Premier (IPSA)#page7.tif source=Fifth Third-Premier (IPSA)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) dated as of December 19, 2014, is made by **PREMIER PERFORMANCE ACQUISITION, LLC**, a Delaware limited liability company (“**Acquisition Co.**”), **PREMIER PERFORMANCE, LLC**, a Delaware limited liability company (“**Premier Performance**”), and **NORTHRIDGE 4X4 LLC**, a Delaware limited liability company (“**Northridge**”; Acquisition Co., Premier Performance and Northridge are individually and collectively referred to herein as “**Borrower**”), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation in its capacity as agent for the Lenders (as defined below) (together with its successors and assigns, the “**Agent**”).

RECITALS

WHEREAS, Borrower, Agent and the lenders party thereto (collectively, the “**Lenders**”) are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Agent and Lenders to make certain loans to Borrower, and (ii) for the grant by Borrower to Agent for the benefit of the Lenders of a security interest in substantially all of Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Agreement is being entered into in conjunction with the security interest granted under the Loan Agreement to Agent for the benefit of the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement and the other Loan Documents shall govern.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the

terms of the Loan Agreement) of the Obligations, Borrower hereby confirms its grant to Agent for the benefit of the Lenders of a continuing security interest in and to any and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon Payment in Full (other than contingent indemnification obligations) and the termination of the Loan Agreement in accordance with its terms, this Agreement shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Agent hereunder.

5. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent.

7. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Agreement or any of Borrower's obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

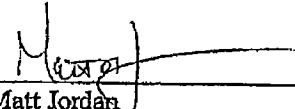
9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Agreement will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN THE ILLINOIS CHOICE OF LAW AND FORUM ACT).

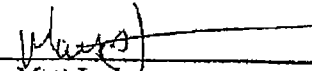
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Intellectual Property Security Agreement in favor of Agent for the benefit of the Lenders, as of the date first written above.

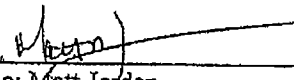
**PREMIER PERFORMANCE ACQUISITION,
LLC**

By: 
Name: Matt Jordan
Title: Chief Executive Officer

PREMIER PERFORMANCE, LLC

By: 
Name: Matt Jordan
Title: Chief Executive Officer

NORTHRIDGE 4X4 LLC

By: 
Name: Matt Jordan
Title: Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

Agreed and Accepted:

FIFTH THIRD BANK, as Agent

By: 

Name: Dmitry Yeliseev

Its: Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005429 FRAME: 0521

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

Trademarks owned by Premier Performance, LLC:

Title	Jurisdiction of Registration	Registration Number	Registration Date	Renewal Date	Goods and Services
WE SPEAK DIESEL	United States	41,07,813	3/6/2012	Not yet renewed.	Components for Diesel Engines for land vehicles

Trademark applications by Premier Performance, LLC:

Title	Jurisdiction of Registration	Application Number	Application Date	Goods and Services
WE SPEAK DIESEL	United States	86/304411	6/9/2014	Dealerships in the field of automotive parts and components for diesel engines
NORTHRIDGE 4x4	United States	86/450532	11/11/2014	Dealerships in the field of automotive parts and components; Distributorship services in the field of automotive parts and components
WE SPEAK OFF-ROAD	United States	86/450526	11/11/2014	Dealerships in the field of automotive parts and components; Distributorship services in the field of automotive parts and components
WE SPEAK PERFORMANCE	United States	86/450512	11/11/2014	Dealerships in the field of automotive parts and components; Distributorship services in the field of automotive parts and components

EXHIBIT C
COPYRIGHTS

None.