

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM353559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arrowhead Electrical Products, Inc.		08/31/2015	CORPORATION: DELAWARE
Total Power Solutions, Inc.		08/31/2015	CORPORATION: DELAWARE
All Balls Racing, Inc.		08/31/2015	CORPORATION: DELAWARE
Winderosa Manufacturing and Distributing Company, USA, Inc.		08/31/2015	CORPORATION: MAINE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3980703	
Registration Number:	4174783	TRAC HEAVY-DUTY FILTERS
Registration Number:	4417827	DURO SOLID ROLLER CHAIN NEVER A WEAK LIN
Registration Number:	4417831	ANVIL ENGINE PARTS TOUGHER THAN DIRT
Registration Number:	4451094	COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR
Registration Number:	4421684	COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR
Registration Number:	3324192	ARROWHEAD ELECTRICAL PRODUCTS, INC.
Registration Number:	4666627	ARROWHEAD POWERSPORTS
Registration Number:	4357534	DB ELECTRICAL
Registration Number:	4482248	TOTALPOWER PARTS
Registration Number:	2893698	ALL BALLS RACING
Registration Number:	3969715	ALL BALLS
Registration Number:	3076261	WINDEROSA
Serial Number:	86442314	OUTDOOR POWER XTREME EQUIPMENT

CH \$365.00 3980703

CORRESPONDENCE DATA**Fax Number:** 2129692900*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.***Phone:** 212-969-3000**Email:** trademark@proskauer.com**Correspondent Name:** Adam D. Siegartel**Address Line 1:** Proskauer Rose LLP**Address Line 2:** Eleven Times Square**Address Line 4:** New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70578-002
NAME OF SUBMITTER:	Adam D. Siegartel
SIGNATURE:	/Adam D. Siegartel/
DATE SIGNED:	09/01/2015

Total Attachments: 8

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THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2015, is made by Arrowhead Electrical Products, Inc., a Delaware corporation ("Electrical"), Total Power Solutions, Inc., a Delaware corporation ("TPS"), All Balls Racing, Inc., a Delaware corporation ("ABR"), and Winderosa Manufacturing and Distributing Company, USA, Inc., a Maine corporation ("WMDC") (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as August 31, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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 Trademark Collateral. 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (collectively, the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademark registrations and applications referred to on Schedule 1 hereto; provided, however that no Lien

on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(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.

Notwithstanding the foregoing, for the avoidance of doubt, no Trademark Collateral shall include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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 Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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.

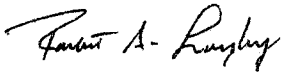
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. 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 Trademark Collateral, all or such applicable portion of the Trademark 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 Administrative Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Administrative Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination at the sole cost and expense of Grantor.

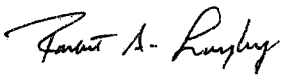
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

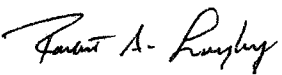
ARROWHEAD ELECTRICAL PRODUCTS,
INC., as Grantor

By: 
Name: Robert A. Langley
Title: Vice President and Secretary

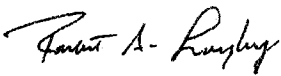
TOTAL POWER SOLUTIONS, INC., as Grantor

By: 
Name: Robert A. Langley
Title: Vice President and Secretary

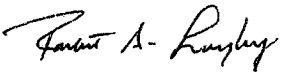
TOTAL POWER PARTS, LLC, as Grantor

By: 
Name: Robert A. Langley
Title: Vice President and Secretary

ALL BALLS RACING, INC., as Grantor


By: 
Name: Robert A. Langley
Title: Vice President and Secretary

WINDEROSA MANUFACTURING AND
DISTRIBUTING COMPANY, USA, INC., as
Grantor

By: 
Name: Robert A. Langley
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY





[Signature Page to Trademark Security Agreement]


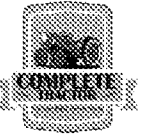



TRADEMARK
REEL: 005614 FRAME: 0314


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrowhead Electrical Products, Inc.	 Design Only	85/106385	3980703	6/21/2011
Arrowhead Electrical Products, Inc.	 TRAC HEAVY-DUTY FILTERS & Design	85/469660	4174783	7/17/2012
Arrowhead Electrical Products, Inc.	 DURO SOLID ROLLER CHAIN NEVER A WEAK LINK & Design	85/852602	4417827	10/15/2013
Arrowhead Electrical Products, Inc.	 ANVIL ENGINE PARTS TOUGHER THAN DIRT & Design	85/852645	4417831	10/15/2013

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrowhead Electrical Products, Inc.	 <p>COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR NEEDS & Design</p>	85/919129	4451094	12/17/2013
Arrowhead Electrical Products, Inc.	 <p>COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR NEEDS & Design</p>	85/879620	4421684	10/22/2013
Arrowhead Electrical Products, Inc.	 <p>ARROWHEAD ELECTRICAL PRODUCTS, INC. & Design</p>	78/871538	3324192	10/30/2007
Arrowhead Electrical Products, Inc.	 <p>ARROWHEAD POWERSPORTS & Design</p>	86/280290	4666627	1/6/2015
Total Power Solutions, Inc.	 <p>DB ELECTRICAL & Design</p>	85/756911	4357534	6/25/2013

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Total Power Solutions, Inc.	 TOTALPOWER PARTS & Design	85/761371	4482248	2/11/2014
All Balls Racing, Inc.	ALL BALLS RACING	76/166813	2893698	10/12/2004
All Balls Racing, Inc.	ALL BALLS	85/132596	3969715	5/31/2011
Winderosa Manufacturing and Distributing Company, USA, Inc.	WINDEROSA	78/575825	3076261	4/4/2006

2. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
Arrowhead Electrical Products, Inc.	OUTDOOR POWER XTREME EQUIPMENT	86/442314	11/2/2014