

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Revzilla Motorsports, LLC		03/21/2019	Limited Liability Company: DELAWARE
Cycle Gear, Inc.		03/21/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	Floor L2, IL-1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4699080	HEAT-OUT	
<b>Registration Number:</b>	5078387	CYCLE GEAR NATION	
<b>Registration Number:</b>	4777371	SEDICI	
<b>Registration Number:</b>	4777372	SEDICI	
<b>Registration Number:</b>	5082448	STREET & STEEL	
<b>Registration Number:</b>	3911393	STREET&STEEL	
<b>Registration Number:</b>	4254168	SEVEN ZERO SEVEN	
<b>Registration Number:</b>	3036848	DURA BOOST	
<b>Registration Number:</b>	3353271	MEGABOOST	
<b>Registration Number:</b>	3236410	MOTO PRO	
<b>Registration Number:</b>	3365687	STREET & STEEL	
<b>Registration Number:</b>	3750779	DOUBLE TOUGH	
<b>Registration Number:</b>	3260573	MOTOGUARD	
<b>Registration Number:</b>	3552183	BILT	
<b>Registration Number:</b>	4344985	FREEZE-OUT	
<b>Registration Number:</b>	4438461	STOCKTON TOOL	
<b>Registration Number:</b>	4408396	HOTWIRED	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4327863	STREET & STEEL
Registration Number:	4424152	SPEEDMETAL
Registration Number:	4440306	BILT
Registration Number:	4437638	SEDICI
Registration Number:	4437649	SEDICI
Registration Number:	1749027	CYCLE GEAR MOTORCYCLE PARTS & ACCESSORIE
Registration Number:	1862887	CYCLE GEAR GOOD STUFF FOR MOTORBIKES
Registration Number:	2479455	IT'S THE RIDE
Registration Number:	2828808	MOTOBOSS
Registration Number:	2667838	CYCLE GEAR
Registration Number:	4917129	TRACKSIDE
Registration Number:	4186105	REVZILLA
Serial Number:	87370385	AXIAL
Serial Number:	87370414	REAX
Registration Number:	5591989	REAX
Serial Number:	87506907	
Serial Number:	87506933	REAX
Serial Number:	87370449	VARIK

#### CORRESPONDENCE DATA

Fax Number: 2158325619

*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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	130735-01012
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/21/2019

#### Total Attachments: 8

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2019, is made by **CYCLE GEAR, INC.**, a California corporation, and **REVZILLA MOTORSPORTS, LLC**, a Delaware limited liability company (collectively, the “Grantors” and each, a “Grantor”), in favor of **JPMORGAN CHASE BANK, N.A.**, as Lender under the below-defined Credit Agreement (the “Grantee”). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

**RECITALS**

**WHEREAS**, each Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, each Grantor has entered into that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, inter alia, the Grantors and certain of the Grantors’ affiliates as borrowers (the “Borrowers”) and Grantee, as Lender, which provides for extensions of credit and other financial accommodations to be made to Borrowers by Lender; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), executed by, inter alia, the Grantors in favor of Grantee, each Grantor has granted to Grantee a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Secured Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby collaterally assign, pledge and grant to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of any Grantor beyond the rights and obligations contained in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION. The terms of Sections 8.09 (“Governing Law, Jurisdiction, Consent to Service of Process”) and 8.10 (“WAIVER OF JURY TRIAL”) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

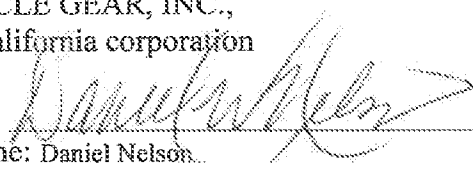
This Trademark Security Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier, facsimile transmission or electronic mail (in a pdf format) in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Remainder of page intentionally left blank; 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 written above.

GRANTORS:

CYCLE GEAR, INC.,  
a California corporation

By:   
Name: Daniel Nelson  
Title: President, Chief Operating Officer,  
Chief Financial Officer, Secretary and Treasurer

REVZILLA MOTORSPORTS, LLC,  
a Delaware limited Liability company

By: \_\_\_\_\_  
Name: Greg Teed  
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006597 FRAME: 0621**

**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 written above.

**GRANTORS:**

**CYCLE GEAR, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: Daniel Nelson  
Title: President, Chief Operating Officer,  
Chief Financial Officer, Secretary and Treasurer

**REVZILLA MOTORSPORTS, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Greg Teep  
Title: Chief Financial Officer

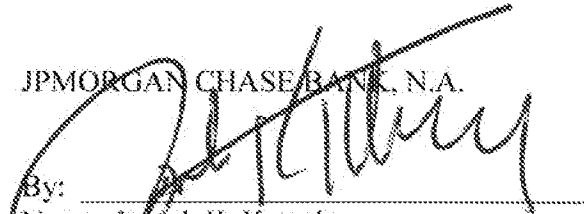
Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006597 FRAME: 0622**

Acknowledged:

GRANTEE:

JPMORGAN CHASE BANK, N.A.

  
By: \_\_\_\_\_  
Name: Joseph K. Kotusky  
Title: Authorized Officer

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 006597 FRAME: 0623



**Schedule 1**  
to  
**Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
1.	HEAT-OUT	86333776	7/10/14	4699080	3/10/15	Registered	Cycle Gear, Inc.
2.	CYCLE GEAR NATION	86333450	7/10/14	5078387	11/8/16	Registered	Cycle Gear, Inc.
3.	SEDICI	85177880	11/16/10	4777371	7/21/15	Registered	Cycle Gear, Inc.
4.	SEDICI	85184163	11/23/10	4777372	7/21/15	Registered	Cycle Gear, Inc.
5.	STREET & STEEL	85715452	8/28/12	5082448	11/15/16	Registered	Cycle Gear, Inc.
6.	STREET&STEEL (Stylized)	77274436	9/7/07	3911393	1/25/11	Registered	Cycle Gear, Inc.
7.	SEVEN ZERO SEVEN	77373419	1/16/08	4254168	12/4/12	Registered	Cycle Gear, Inc.
8.	DURA BOOST	78462250	8/4/04	3036848	12/27/05	Renewed (Registered)	Cycle Gear, Inc.
9.	MEGABOOST	78462251	8/4/04	3353271	12/11/07	Renewed (Registered)	Cycle Gear, Inc.
10.	MOTO PRO	78774884	12/16/05	3236410	5/1/07	Renewed (Registered)	Cycle Gear, Inc.
11.	STREET & STEEL (Word and Design)	78774889	12/16/05	3365687	1/8/08	Renewed (Registered)	Cycle Gear, Inc.
12.	DOUBLE TOUGH	78821036	2/22/06	3750779	2/16/10	Registered	Cycle Gear, Inc.
13.	MOTOGUARD	78873912	5/1/06	3260573	7/10/07	Renewed (Registered)	Cycle Gear, Inc.
14.	BILT	78980303	10/14/05	3552183	12/23/08	Renewed (Registered)	Cycle Gear, Inc.
15.	FREEZE-OUT	85316885	5/10/11	4344985	6/4/13	Registered	Cycle Gear, Inc.
16.	STOCKTON TOOL	85715447	8/28/12	4438461	11/26/13	Registered	Cycle Gear, Inc.
17.	HOTWIRED	85715448	8/28/12	4408396	9/24/13	Registered	Cycle Gear, Inc.
18.	STREET & STEEL	85715450	8/28/12	4327863	4/30/13	Registered	Cycle Gear, Inc.
19.	SPEEDMETAL	85715451	8/28/12	4424152	10/29/13	Registered	Cycle Gear, Inc.

	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
20.	BILT	85949623	6/3/13	4440306	11/26/13	Registered	Cycle Gear, Inc.
21.	SEDICI	85980140	11/16/10	4437638	11/19/13	Registered	Cycle Gear, Inc.
22.	SEDICI (Stylized)	85980303	11/23/10	4437649	11/19/13	Registered	Cycle Gear, Inc.
23.	CYCLE GEAR MOTORCYCLE PARTS & ACCESSORIES	74215085	10/24/91	1749027	1/26/93	Renewed (Registered)	Cycle Gear, Inc.
24.	CYCLE GEAR GOOD STUFF FOR MOTORBIKES	74421516	8/6/93	1862887	11/15/94	Renewed (Registered)	Cycle Gear, Inc.
25.	IT'S THE RIDE	75918267	2/14/00	2479455	8/21/01	Renewed (Registered)	Cycle Gear, Inc.
26.	MOTOBOSS	76079260	6/27/00	2828808	4/6/04	Renewed (Registered)	Cycle Gear, Inc.
27.	CYCLE GEAR	76131671	9/20/00	2667838	12/31/02	Renewed (Registered)	Cycle Gear, Inc.
28.	TRACKSIDE	86490446	12/24/14	4917129	3/15/16	Registered	Cycle Gear, Inc.
29.	REVZILLA	85495845	12/15/11	4186105	8/7/12	Registered	RevZilla Motorsports, LLC
30.	AXIAL (Stylized)	87370385	3/14/17	N/A	N/A	Published (Pending) – Intent to Use	RevZilla Motorsports, LLC
31.	REAX (Stylized)	87370414	3/14/17	N/A	N/A	Published (Pending) – Intent to Use	RevZilla Motorsports, LLC
32.	REAX (Stylized)	87978556	3/14/17	5591989	10/23/18	Registered	RevZilla Motorsports, LLC
33.	HEXAGONAL DESIGN LOGO	87506907	6/27/17	N/A	N/A	Published (Pending) – Intent to Use	RevZilla Motorsports, LLC
34.	REAX (Stylized)	87506933	6/27/17	N/A	N/A	Suspended	RevZilla Motorsports, LLC
35.	VARIK	87370449	3/14/17	N/A	N/A	Published (Pending) – Intent to Use	RevZilla Motorsports, LLC

**TRADEMARK APPLICATIONS**

None.

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