

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K1 SPEED, INC., as Grantor		01/02/2024	Corporation: DELAWARE
K1 SPEED FRANCHISING, INC., as Grantor		01/02/2024	Corporation: DELAWARE
AUTOBAHN INDOOR SPEEDWAY, LLC, as Grantor		01/02/2024	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC, as collateral agent		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5524543	K1 SPEED	
Registration Number:	5465645	GLO KARTING	
Registration Number:	5465644	GLO KARTING	
Registration Number:	4730960	POLE POSITION RACEWAY	
Registration Number:	4429743	POLE POSITION RACEWAY	
Registration Number:	4284719	K1RACEGEAR	
Registration Number:	4138953	K1 SPEED	
Registration Number:	4005895	POLE POSITION RACEWAY INDOOR KARTING	
Registration Number:	4457268	K1	
Registration Number:	6984630	PLAY TO WIN	
Registration Number:	5823740	AMERICAN E-KART CHAMPIONSHIP	
Registration Number:	5413841	ACCELERATE INDOOR SPEEDWAY	
Registration Number:	5429856	VICTORY LAP BAR & GRILL	
Registration Number:	4858471	AUTOBAHN INDOOR SPEEDWAY	
Registration Number:	4780685	NO SPEED LIMIT!	

CH \$415.00 5524543

Property Type	Number	Word Mark
Registration Number:	4426660	AUTOBAHN INDOOR SPEEDWAY

CORRESPONDENCE DATA

Fax Number: 2126983599
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: 2126983500
Email: karen.delgreco@dechert.com, patents@dechert.com
Correspondent Name: DECHERT LLP
Address Line 1: THREE BRYANT PARK
Address Line 2: 1095 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	206200
NAME OF SUBMITTER:	Karen Del Greco
SIGNATURE:	/Karen Del Greco/
DATE SIGNED:	01/02/2024

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”) is made this January 2, 2024, by and among **K1 SPEED, INC.**, a Delaware corporation and **K1 SPEED FRANCHISING, INC.**, a Delaware corporation, and **AUTOBAHN INDOOR SPEEDWAY, LLC**, a Florida limited liability company (each, individually, a “*Grantor*” and collectively, the “*Grantors*”) and **GLAS Americas LLC**, as collateral agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacities, the “*Collateral Agent*”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

K1 SPEED HOLDINGS, INC., a Delaware corporation (“*Holdings*”), **K1 SPEED, INC.**, a Delaware corporation (the “*Borrower*”), the other loan parties party thereto from time to time, the lenders from time to time party hereto (collectively, the “*Lenders*” and each a “*Lender*”), **GLAS USA LLC**, as administrative agent and the Collateral Agent have entered into a Credit Agreement, dated as of the date first set forth above (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Loan Parties, including the Grantors, have entered into the Security Agreement, dated as of the date first set forth above (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to grant and perfect a security interest in all of its Trademarks and Trademark Licenses (collectively, the “*Owned IP*”) and to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

GRANT OF SECURITY INTEREST IN IP COLLATERAL. Each Grantor hereby pledges, collaterally assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “*IP Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

all rights, priorities and privileges relating to the Owned IP arising under United States laws, including, without limitation, the Owned IP referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

all books, records, and information pertaining to the IP Collateral, and all rights of access to such books, records, and information; and

to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "IP Collateral" shall not include the Excluded Collateral.

SECURITY FOR OBLIGATIONS. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by such Grantor to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving such Grantor.

SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the IP 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Owned IP or become entitled to the benefit of any Owned IP, including any reissue, division or continuation of any Owned IP, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new Owned IP or renewal or extension of any Owned IP registration or any such new Owned IP. Without limiting such Grantor's obligations under this Section 4, such Grantor hereby authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Owned IP of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

OTHER INTERPRETIVE PROVISIONS. The provisions of Section 1.02, 1.05 and 1.08 of the Credit Agreement shall be incorporated by reference herein *mutatis mutandis*.

GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

Collateral Agent. In entering into this Agreement, the Collateral Agent shall be entitled to all of its rights, protections, immunities and indemnities as afforded to the Collateral Agent under the Credit Agreement and any other Loan Document as if the same were fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

K1 SPEED, INC.,
a Delaware corporation

By: David Danglerd
Name: David Danglerd
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008305 FRAME: 0758

K1 SPEED FRANCHISING, INC.,
a Delaware corporation

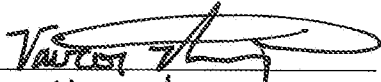
By: David Danglerd
Name: David Danglerd
Title: Chief Executive Officer

**AUTOBAHN INDOOR SPEEDWAY,
LLC,**
a Florida limited liability company

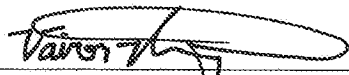
By: David Danglard
Name: David Danglard
Title: Chief Executive Officer

AGENTS:

GLAS AMERICAS LLC,
not in its individual capacity, but solely as
Collateral Agent

By: 
Name: Varron Inamagua
Title: Assistant Vice President

GLAS USA LLC,
not in its individual capacity, but solely as
Administrative Agent

By: 
Name: Varron Inamagua
Title: Assistant Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<i>K1 Speed, Inc.</i>				
Mark	Owner	Jurisdiction	Application / Registration Number	Date of Application / Registration
K1SPEED logo	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 5524543	Reg. Date July 24, 2018
K1SPEED logo	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	WIPO	International TM Reg. No. 1434949	Reg. Date Sep. 14, 2018
GLO KARTING (stylized)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 5465645	Reg. Date May 8, 2016
GLO KARTING (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 5465644	Reg. Date May 8, 2016
POLE POSITION RACEWAY (logo)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 4730960	Reg. Date May 5, 2015
POLE POSITION RACEWAY (logo)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 4429743	Reg. Date November 5, 2013
K1RACEGEAR (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 4284719	Reg. Date February 5, 2013
K1 SPEED (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 4138953	Reg. Date May 8, 2012
K1 SPEED (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	WIPO	International TM Reg. No. 1432575	Reg. Date September 14, 2018
POLE POSITION RACEWAY INDOOR KARTING (logo)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 4005895	Reg. Date August 2, 2011
K1 (logo)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	Reg. No. 4457268	Reg. Date December 31, 2013
K1 SPEED (word mark)	K1 Speed, Inc. 17221 Von Karman Ave.	Canada	Reg. No. TMA1008617	Reg. Date November 9, 2018

	Irvine CALIFORNIA 92614			
K1 SPEED (design mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	Canada	Reg. No. TMA1008618	Reg. Date November 9, 2018
K1 SPEED (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	Australia	Reg. No. 1968306	Reg. Date August 9, 2019
K1 SPEED (logo)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	Australia	Reg. No. 1971455	Reg. Date August 9, 2019
K1 SPEED (logo)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	Mexico	Reg. No. 1610172	Reg. Date February 4, 2016
K1 SPEED (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	Mexico	Reg. No. 1706712	Reg. Date December 13, 2016
K1RACEGEAR (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	Mexico	Reg. No. 1599541	Reg. Date December 14, 2015
K1RACEGEAR (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	Mexico	Reg. No. 1599963	Reg. Date December 16, 2015
K1 SPEED (logo)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	UK	Reg. No. UK00801434949	Reg. Date April 29, 2019
K1 SPEED (word mark)	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	UK	Reg. No. UK00801432575	Reg. Date April 15, 2019
PLAY TO WIN	AUTOBAHN INDOOR SPEEDWAY, LLC 17631 Nathans Drive Tampa FLORIDA 33647	US	6984630	February 21, 2023
AMERICAN E-KART CHAMPIONSHIP	K1 Speed, Inc. 17221 Von Karman Ave. Irvine CALIFORNIA 92614	US	5823740	July 30, 2019

<i>K1 Speed Franchising, Inc.</i>				
Mark	Owner	Jurisdiction	Application / Registration Number	Date of Application / Registration
K1 RACEGEAR (logo)	K1Speed Franchising, Inc. 17221 Von Karman Ave. Irvine, CA 92614	France	Reg. No. 4884624	November 4, 2022
GLO KARTING (word mark)	K1Speed Franchising, Inc. 17221 Von Karman Ave. Irvine, CA 92614	France	Reg. No. 4884628	November 4, 2022
PADDOCK K1 LOUNGE (logo)	K1Speed Franchising, Inc. 17221 Von Karman Ave. Irvine, CA 92614	France	Appl. No. 4963430	Filed July 13, 2022

<i>Autobahn Indoor Speedway, LLC</i>				
Mark	Owner	Jurisdiction	Application / Registration Number	Date of Application / Registration
ACCELERATE INDOOR SPEEDWAY	Autobahn Indoor Speedway, LLC DBA Autobahn Indoor Speedway 17631 Nathans Drive Tampa FLORIDA 33647	US	5413841	February 27, 2018
VICTORY LAP BAR & GRILL	Autobahn Indoor Speedway, LLC DBA Autobahn Indoor Speedway 9149 Highland Ridge Way Tampa FLORIDA 33647	US	5429856	March 20, 2018
AUTOBAHN INDOOR SPEEDWAY	Autobahn Indoor Speedway, LLC DBA Autobahn Indoor Speedway 9149 Highland Ridge Way Tampa FLORIDA 33647	US	4858471	November 24, 2015
NO SPEED LIMIT!	Autobahn Indoor Speedway, LLC DBA Autobahn Indoor Speedway 9149 Highland Ridge Way Tampa FLORIDA 33647	US	4780685	July 28, 2015
AUTOBAHN INDOOR SPEEDWAY	Autobahn Indoor Speedway, LLC DBA Autobahn Indoor Speedway 9149 Highland Ridge Way Tampa FLORIDA 33647	US	4426660	October 29, 2013

Agreements

- Pursuant to the Major Accounts Services – Master Services Agreement, dated November 21, 2017, by and between ADP, LLC and K1 Speed, ADP grants to K1 Speed a personal, non-exclusive, non-transferable, royalty-free license to use and access ADP software solely for internal business purpose and K1 Speed grants to ADP a non-exclusive, worldwide, nontransferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display K1 Speed content for the sole purpose of performing the services thereunder.
- Pursuant to the Viewpoint – K1 Speed Agreement, dated February 18, 2021, by and between K1 Speed and Viewpoint Videos Ltd. (“Viewpoint”), K1 Speed granted a limited license to use Viewpoint video software at its race track locations.
- Pursuant to the Viewpoint Agreement, dated December 4, 2020, by and between Autobahn Holdings and Viewpoint, K1 Speed granted a limited license to use Viewpoint video software at its race track locations.
- Pursuant to the Purchase Agreement for Omni Arena, dated December 7, 2021, by and between Autobahn Holdings and Virtuix Inc. Virtuix grants K1 Speed granted a non-exclusive license to use the Virtuix VR products and a right to use Virtuix’s trade names, trademarks, logos and advertisement for promotional purposes and K1 Speed grants to Virtuix the right to use Autobahn’s trade names, trademarks, logos and advertisements for promotional purposes.

- Pursuant to the Area Development Agreement, dated August 1, 2017, by and between K1 Speed Franchising and Touristic Enterprises Company, as amended by Amendment to Area Development Agreement, dated August 9, 2022, by and between K1 Speed Franchising and Touristic Enterprises Company, K1 Speed Franchising grants Touristic Enterprises Company development rights to K1 Speed race tracks in the nations of the Gulf Cooperation Council.
- Pursuant to the following Franchise Agreements K1 Speed grants franchisees a license to use and display K1 Speed trademarks in connection with the operations of the franchised business:
 - Franchise Agreement, dated August 1, 2015, by and between K1 Speed Franchising and Operadora IKM, SAPI DE C.V. (franchisee located in Querétaro, Mexico).
 - Franchise Agreement, dated December 1, 2014, by and between K1 Speed Franchising and Juan Pablo Sanchez Delgado (franchisee located in Santa Fe, Mexico).
 - Franchise Agreement, dated July 13, 2017, by and between K1 Speed Franchising and Daemyung Leisure Industry Co., Ltd. (franchisee located in Daemyung Resort, South Korea).
 - Franchise Agreement, dated January 12, 2017, by and between K1 Speed Franchising and Speed Zone Entertainment Ltd. (franchisee located in Toronto, Canada).
 - Franchise Agreement, dated September 14, 2017, by and between K1 Speed Franchising and IKM SAPI DE C.V. (franchisee located in Manacar, Mexico).
 - Franchise Agreement, dated November 27, 2017, by and between K1 Speed Franchising and Shenzhen Kone Speed Co., Ltd. (franchisee located in Shenzhen, China).
 - Franchise Agreement, dated February 28, 2018, by and between K1 Speed Franchising and Caribbean Karting, LLC (franchisee located in Canovanas, Puerto Rico).
 - Franchise Agreement, dated May 5, 2018, by and between K1 Speed Franchising and Kart1 SAS (franchisee located in Lyon, France).
 - Franchise Agreement, dated January 6, 2020, by and between K1 Speed Franchising and Grupo Operativo K1, S.A.P.I. de C.V. (franchisee located in Veracruz, Mexico).
 - Franchise Agreement, dated June 9, 2020, by and between K1 Speed Franchising and K1 Speed Oxford, LLC (franchisee located in Oxford, Michigan).
 - Franchise Agreement, dated December 1, 2020, by and between K1 Speed Franchising and Grupo Operativo K1, S.A.P.I. de C.V. (franchisee located in Coapa, Mexico).
 - Franchise Agreement, dated March 12, 2021, by and between K1 Speed Franchising and Shenzhen Kone Speed Co., Ltd. (franchisee located in Shenzhen, China).
 - Franchise Agreement, dated April 15, 2021, by and between K1 Speed Franchising and NLM Services, LLC (franchisee located in Bluffton, South Carolina).

- Franchise Agreement, dated March 25, 2020, by and between K1 Speed Franchising and Intech Karting, LLC (franchisee located in Akron/Canton, Ohio).
- Franchise Agreement, dated September 15, 2020, by and between K1 Speed Franchising and Apex Racing, LLC (franchisee located in Myrtle Beach, South Carolina).
- Franchise Agreement, dated September 16, 2019, by and between K1 Speed Franchising and Speed Zone Entertainment Ltd. (franchisee located in Mississauga Ontario, Canada).
- Franchise Agreement, dated June 7, 2021, by and between K1 Speed Franchising and BKC Entertainment, LLC (franchisee located in Rohnert Park, California).
- Franchise Agreement, dated June 7, 2021, by and between K1 Speed Franchising and BKC Entertainment, LLC (franchisee located in Fairfield, California).
- Franchise Agreement, dated March 1, 2022, by and between K1 Speed Franchising and JAJ Investment Group LLC (franchisee located in New Orleans, Louisiana).
- Franchise Agreement, dated October 13, 2021, by and between K1 Speed Franchising and Jackalope Racing, Inc. (franchisee located in Clovis, California).
- Franchise Agreement, dated June 29, 2021, by and between K1 Speed Franchising and NW Karts, LLC (franchisee located in Boise, Idaho).
- Franchise Agreement, dated July 29, 2022 by and between K1 Speed Franchising and Caguas Karting Facility, LLC (franchisee located in Caguas, Puerto Rico).
- Franchise Agreement, dated December 13, 2021, by and between K1 Speed Franchising and Midwest Karting, LLC (franchisee located in Kansas City, Kansas).
- Franchise Agreement, dated December 7, 2022, by and between K1 Speed Franchising and Traverse Racing, LLC (franchisee located in Traverse City, Michigan).
- Franchise Agreement, dated July 5, 2017, by and between K1 Speed Franchising and Speed Zone Entertainment Ltd., (franchisee located in Toronto, Canada).
- Franchise Agreement, dated October 11, 2022, by and between K1 Speed Franchising and Vanhooser Holdings, LLC (franchisee located in Bentonville, Arkansas).
- Franchise Agreement, dated 2018, by and between the Company and Jean Marc Briand (franchisee located in Le Mans, France).
- Franchise Agreement, dated February 5, 2020, by and between K1 Speed Franchising and Cyril Merieux SFK Kartmania Dijon (franchisee located in Dijon, France).
- Pursuant to the Merchant Agreement, dated June 17, 2021, between AIS Birmingham and Bandwango, Inc., AIS Birmingham grants Bandwango, Inc. a royalty-free, non-exclusive, worldwide license and right to use, reproduce, display, distribute and transmit the AIS Birmingham's name, logo and trademarks, as well as any photos, graphics, artwork, text and other content provided to Bandwango for purposes of the agreement.