## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM393604 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FABCO AUTOMOTIVE CORPORATION		08/02/2016	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	East West Bank	
Street Address:	555 Montgomery Street, 9th Floor	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94111	
Entity Type:	a California banking corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3937210	FABCO
Serial Number:	86843913	ISDS

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: trademark@buchalter.com

**Correspondent Name:** SIGI HINOJOSA C/O BUCHALTER NEMER

Address Line 1: 1000 Wilshire Blvd., Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:	EO5921-0112
NAME OF SUBMITTER:	Sigi Hinojosa
SIGNATURE:	/Sigi Hinojosa/
DATE SIGNED:	08/03/2016

**Total Attachments: 3** 

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> **TRADEMARK** REEL: 005846 FRAME: 0247

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#### **GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of August 2, 2016, by FABCO AUTOMOTIVE CORPORATION, a Delaware corporation ("<u>Grantor</u>"), having its chief executive office at 12623 Newburgh Road, Livonia, Michigan 48150, in favor of EAST WEST BANK, a California banking corporation (together with its successors and assigns, "<u>Grantee</u>"), with offices at 555 Montgomery Street, 9<sup>th</sup> Floor, San Francisco, CA 94111.

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated as of August 2, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

TRADEMARK REEL: 005846 FRAME: 0248 IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

FABCO AUTOMOTIVE CORPORATION

Name: Gorry Giudici
Title: President and Chief Executive Officer

Grant of a Security Interest -- Trademarks

**TRADEMARK REEL: 005846 FRAME: 0249** 

# Schedule A

# **Trademarks**

Description	Application / Reg. No.	Issue Date
FABCO	3937210	March 29, 2011
ISDS	86/843913	Pending/Published

BN 21257665v4

TRADEMARK
REEL: 005846 FRAME: 0250

RECORDED: 08/03/2016