

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (FIRST LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CWD, LLC		05/10/2017	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as the Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2477374	AEROROTOR
Registration Number:	3752010	BRAKE LATE, FINISH FIRST
Registration Number:	3030604	CENTRIC PARTS
Registration Number:	4348230	CONTINUOUS CARBON CERAMIC
Registration Number:	3061251	CTEK
Registration Number:	2858527	POSI QUIET
Registration Number:	3900428	POWER SLOT
Registration Number:	3133557	POWER SLOT PLUS
Registration Number:	2650518	SPORTSTOP
Registration Number:	2512544	STOPTECH
Registration Number:	3722196	TROPHY BIG BRAKE KIT
Registration Number:	5097537	BALANCED BRAKE SYSTEMS
Registration Number:	5097538	BALANCED BRAKE UPGRADES
Serial Number:	87033810	CRYO-STOP

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038507-0592
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NAME OF SUBMITTER:	Anna T Kwan
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SIGNATURE:	/atk/
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DATE SIGNED:	05/10/2017
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of May 10, 2017, is made by the Grantors (as identified below), in favor of Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, AIRTEK, LLC, a Delaware limited liability company, **AP EMISSIONS TECHNOLOGIES, LLC**, a Delaware limited liability company, **ARISTO, LLC**, a Delaware limited liability company, **CWD, LLC** a California limited liability company, and **QUALIS AUTOMOTIVE, L.L.C.**, a Delaware limited liability company (each a “Grantor” and collectively “Grantors”) own the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of May 10, 2017 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by the Grantor, and all goodwill of Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor, all without delivery of any instrument or performance of any act by any Person..

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

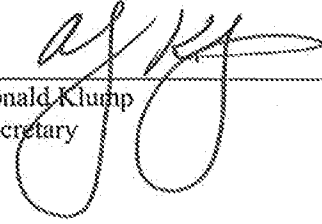
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AP EMISSIONS TECHNOLOGIES, LLC
ARISTO, LLC
AIRTEK, LLC
CWD, LLC
QUALIS AUTOMOTIVE, L.L.C.

By: _____
Name: Ronald Klump
Title: Secretary

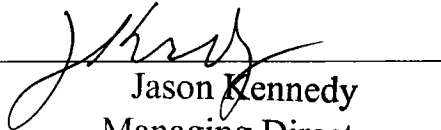
A handwritten signature in black ink, appearing to read 'R Klump', is written over a horizontal dotted line. The signature is stylized and cursive.

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006055 FRAME: 0298

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS
US TRADEMARKS

Registered Trademarks:

Owner	Trademark	Reg. No.	Reg. Date
Qualis Automotive, L.L.C.	QUALIS	4,418,507	10/15/13
Qualis Automotive, L.L.C.	QUALIS	4,546,158	6/10/14
CWD, LLC	AEROROTOR	2,477,374	08/14/01
CWD, LLC	BRAKE LATE FINISH FIRST	3,752,010	02/23/10
CWD, LLC	CENTRIC PARTS	3,030,604	12/13/05
CWD, LLC	CONTINUOUS CARBON CERAMIC	4,348,230	06/04/13
CWD, LLC	CTEK	3,061,251	02/21/06
CWD, LLC	POSI QUIET	2,858,527	06/29/04
CWD, LLC	POWER SLOT	3,900,428	01/04/11
CWD, LLC	POWER SLOT PLUS	3,133,557	08/22/06
CWD, LLC	SPORTSTOP	2,650,518	11/12/02
CWD, LLC	STOPTECH	2,512,544	11/27/01
CWD, LLC	TROPHY BIG BRAKE KIT	3,722,196	12/08/09
CWD, LLC	BALANCED BRAKE SYSTEMS	5,097,537	12/6/16
CWD, LLC	BALANCED BRAKE UPGRADES	5,097,538	12/6/16
AP Emissions Technologies, LLC	MSL	1,269,748	3/13/1984
AP Emissions Technologies, LLC	ANSA	1,528,145	3/7/1989
AP Emissions Technologies, LLC	ANSA MARMITTE and Design	1,151,635	4/21/1981
AP Emissions Technologies, LLC	ANSA	4,315,162	4/9/2013

Owner	Trademark	Reg. No.	Reg. Date
AP Emissions Technologies, LLC	ANSA SPORT	4,315,163	4/9/2013
AP Emissions Technologies, LLC	MARMITTE ANSA and Design	4,494,393	3/11/2014
AP Emissions Technologies, LLC	OUR PRODUCT LINE IS EXHAUSTIVE	4,430,351	11/12/2013
AP Emissions Technologies, LLC	AP	3,159,602	10/17/2006
AP Emissions Technologies, LLC	MERIT	3,167,215	11/7/2006
AP Emissions Technologies, LLC	AP (stylized)	3,175,898	11/28/2006
AP Emissions Technologies, LLC	CLEAN BY DESIGN	3,944,422	4/12/2011
AP Emissions Technologies, LLC	ENFORCER	3,545,676	12/16/2008
AP Emissions Technologies, LLC	THE SOUND OF ACCELERATION	2,502,113	10/30/2001
AP Emissions Technologies, LLC		2,493,182	9/25/2001
AP Emissions Technologies, LLC	SILENTONE PLUS	1,649,420	7/2/1991
AP Emissions Technologies, LLC	XLERATOR*	1,567,021	11/21/1989
AP Emissions Technologies, LLC	MSL BIG MAX*	1,516,307	12/13/1988
AP Emissions Technologies, LLC	SILENTONE	1,317,984	2/5/1985
AP Emissions Technologies, LLC	MODULARAK & DESIGN*	1,604,348	7/3/1990
AP Emissions Technologies, LLC	MERIT*	1,316,608	1/29/1985
AP Emissions Technologies, LLC	MAX-FIT	2,037,427	2/11/1997
AP Emissions Technologies, LLC	CHALLENGE	2,426,737	2/6/2001
AP Emissions Technologies, LLC	CHALLENGE PREMIUM MUFFLER LINE	2,426,735	2/6/2001
AP Emissions Technologies, LLC	BIG MAX	2,426,736	2/6/2001
AP Emissions Technologies, LLC	TRUCKEX	2,846,018	5/25/2004
AP Emissions Technologies, LLC	MSL MAXIMUM	3,429,096	5/20/2008
AP Emissions	ELIMINATOR	4,359,819	7/2/2013

Owner	Trademark	Reg. No.	Reg. Date
Technologies, LLC			
AP Emissions Technologies, LLC	IMCO EXHAUST and Design	3,537,022	11/25/2008
AP Emissions Technologies, LLC	DISTURBING THE PEACE SINCE 1968 and Design	3,530,774	11/11/2008
AP Emissions Technologies, LLC	DISTURBING THE PEACE SINCE 1968	3,530,773	11/11/2008
AP Emissions Technologies, LLC	CHERRY BOMB VORTEX	3,430,886	5/20/2008
AP Emissions Technologies, LLC	CHERRY BOMB TURBO	3,422,700	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB PRO	3,422,699	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB GLASSPACK	3,418,126	4/29/2008
AP Emissions Technologies, LLC	CHERRY BOMB EXTREME	3,422,698	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB ELITE	3,418,125	4/29/2008
AP Emissions Technologies, LLC	CHERRY BOMB and Design	3,422,631	5/6/2008
AP Emissions Technologies, LLC	IMCO	2,281,009	9/28/1999
AP Emissions Technologies, LLC	IMPORT PROFESSIONAL SERIES	2,282,253	9/28/1999
AP Emissions Technologies, LLC	MVP	2,087,250	8/12/1997
AP Emissions Technologies, LLC	MAREMONT and Design	1,713,448	9/8/1992
AP Emissions Technologies, LLC	SUPREME	1,462,723	10/27/1987
AP Emissions Technologies, LLC	PROFESSIONAL PLUS	1,450,641	8/4/1987
AP Emissions Technologies, LLC	SILVER KNIGHT	1,319,247	2/12/1985
AP Emissions Technologies, LLC	SUPER "C"	1,120,455	6/19/1979
AP Emissions Technologies, LLC	CREW CHIEF	1,076,885	11/8/1977
AP Emissions Technologies, LLC	MAREMONT	545,453	7/24/1951
AP Emissions Technologies, LLC	CHERRY BOMB and Design	996,352	10/22/1974
AP Emissions Technologies, LLC	CHERRY BOMB	888,622	3/31/1970
AP Emissions Technologies, LLC	IPC	4,654,223	12/9/2014

Owner	Trademark	Reg. No.	Reg. Date
AP Emissions Technologies, LLC	AP EMISSIONS TECHNOLOGIES	5,087,817	11/22/2016
ARISTO, LLC		3,902,423	1/11/2011
ARISTO, LLC	ARISTO	3,902,422	1/11/2011
ARISTO, LLC	GLOBAL MARKET SOLUTIONS	3,930,353	3/15/2011
ARISTO, LLC	BON-X	3,936,125	3/29/2011
ARISTO, LLC	INTELLIGENT CATALYST TECHNOLOGY	3,849,170	9/21/2010
ARISTO, LLC	MISO	3,849,171	9/21/2010
ARISTO, LLC	ARISTO	2,355,994	6/6/2000
AirTek, LLC	OBD II BY DESIGN	4,119,908	4/3/2012
AirTek, LLC	CATCO	1,787,858	8/17/1993
AirTek, LLC	CATCO	1,788,062	8/17/1993

Pending Trademark Applications:

Owner	Trademark	Appl. No.	Appl. Date
CWD, LLC d/b/a Centric Parts	CRYO-STOP	87033810	5/11/16
AP Emissions Technologies, LLC	SILVERLINE	76/711,324	4/23/2012