

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461173

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME 5802/0518

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPS INVESTMENT PARTNERS, LLC, COLLATERAL AGENT		02/02/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	AVM INDUSTRIES, LLC
<b>Street Address:</b>	3108 W HIGHWAY 76
<b>City:</b>	MARION
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29571
<b>Entity Type:</b>	Limited Liability Company: OHIO
<b>Name:</b>	CARTER FUEL SYSTEMS LLC
<b>Street Address:</b>	127 PUBLIC SQUARE
<b>City:</b>	CLEVELAND
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	TRICO PRODUCTS CORPORATION
<b>Street Address:</b>	3255 WEST HAMLIN ROAD
<b>City:</b>	ROCHESTER HILLS
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48309
<b>Entity Type:</b>	Corporation: NEW YORK

## PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
<b>Serial Number:</b>	86151162	STEADY LIFT
<b>Registration Number:</b>	3649551	STRONGARM
<b>Registration Number:</b>	3649549	STRONGARM
<b>Registration Number:</b>	1307664	CARTER
<b>Registration Number:</b>	2299346	ALLWEATHER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2575252	EXACT FIT
Registration Number:	4202550	TRICO INSITES
Registration Number:	4273359	TRICO ICE
Registration Number:	4664872	TRICO INSTINCT
Registration Number:	4401380	XTRACLEAR
Registration Number:	4470690	TRICO ONYX
Registration Number:	4585882	TRICO SENTRY
Serial Number:	86105848	TRICO VIRTUAL WIPER SPECIALIST
Registration Number:	3093934	FLEETEDGE
Registration Number:	3114935	FLEETEDGE
Registration Number:	2560433	GLOBAL I
Registration Number:	3083676	INNOVISION
Registration Number:	3294538	NEOFORM
Registration Number:	1830279	NU-VISION
Registration Number:	3091192	OKTANE
Registration Number:	3090759	OKTANE
Registration Number:	1877162	OPTIMIZER
Registration Number:	1846190	RAINGUARD
Registration Number:	2438477	ROBERK
Registration Number:	3782567	SWIFT
Registration Number:	3266549	THE FOREMOST IN WIPER TECHNOLOGY
Registration Number:	2292526	TRICO
Registration Number:	1200365	TRICO
Registration Number:	0507812	TRICO
Registration Number:	0167037	TRICO
Registration Number:	3779335	TRICO FLEX
Registration Number:	2179565	TRICO VISIONALL
Registration Number:	4176978	HIGHGLIDE
Registration Number:	2630493	TRICO WIPER SYSTEMS: INNOVATIONS SEEN CL
Registration Number:	2980567	TSN
Registration Number:	3698542	VISIONALL
Registration Number:	3098938	WINTEREDGE
Registration Number:	3127593	WINTEREDGE
Registration Number:	3011377	WIPER BLADES THAT JUST CLICK ON EASY
Registration Number:	2217868	
Registration Number:	2750687	WORLD CLASS
Registration Number:	3963165	DUAL-SHIELD
Registration Number:	3963168	ENGINEERED BY TRICO

Property Type	Number	Word Mark
Registration Number:	3877852	IT'S RAINING REBATES
Registration Number:	3986390	MEMORY CURVE STEEL
Registration Number:	3999585	TRICO
Registration Number:	3959966	TRICO CHILL
Registration Number:	4199254	TRICO FACTORY REPLACEMENT CENTER
Registration Number:	4053667	FOR THE BEST VIEW ALL AROUND YOU
Registration Number:	4094644	TRICO FORCE
Registration Number:	4013718	TRICO SEEING YOU THROUGH
Registration Number:	4007438	TRICO SENSE
Registration Number:	3877920	TRICO TECH
Registration Number:	3939063	TRICO VIEW
Registration Number:	4455407	TRICO VIEW
Registration Number:	3955407	WIPE THE WIN-SHIELD
Registration Number:	3958652	WIPE THE WIN-SHIELD
Registration Number:	4140278	VORTEC
Registration Number:	3989595	SHIELD
Registration Number:	2354612	ALL SEASON PLUS
Registration Number:	1935187	METALIST TRIDON
Registration Number:	1968886	METALIST
Registration Number:	1923542	RAIN PRO
Registration Number:	2024029	THIN REPLACEMENT REFILL TRIDON
Registration Number:	2022109	TRIDON
Serial Number:	87014604	TRICO RAIN PRO
Serial Number:	86749881	SELL UP, SURF'S UP
Registration Number:	4880932	SEEING YOU THROUGH

**CORRESPONDENCE DATA**

**Fax Number:** 2165790212  
*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:** (216) 586-3939  
**Email:** skoston@jonesday.com  
**Correspondent Name:** JONES DAY  
**Address Line 1:** 901 LAKESIDE AVENUE  
**Address Line 2:** NORTH POINT  
**Address Line 4:** CLEVELAND, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	251205-600004
<b>NAME OF SUBMITTER:</b>	Rita Rochford
<b>SIGNATURE:</b>	/Rita Rochford/

<b>DATE SIGNED:</b>	02/07/2018
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**Total Attachments: 7**

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## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of February 2, 2018, is made by HPS Investment Partners, LLC, as Collateral Agent (in such capacity, the "Collateral Agent"), in favor of AVM Industries, LLC, an Ohio limited liability company, Carter Fuel Systems, LLC, a Delaware limited liability company, and Trico Products Corporation, a New York corporation (each, a "Pledgor" and collectively, the "Pledgors"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below).

**WHEREAS**, pursuant to that (i) certain Term Loan Pledge and Security Agreement, dated as of May 26, 2016 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), among the Pledgors, the other Grantors (as defined therein) party thereto and the Collateral Agent and (ii) certain Trademark Security Agreement, dated as of May 26, 2016 (the "Trademark Security Agreement") executed by the Pledgors in favor of the Collateral Agent, the Pledgors pledged and granted to the Collateral Agent a security interest in and continuing lien on all of each Pledgor's right, title and interest in, to and under the Trademark Collateral;

**WHEREAS**, the security interest in the Trademark Collateral pledged and granted by each Pledgor to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 30, 2016, at Reel 5802, and Frame 0518; and

**WHEREAS**, the Collateral Agent has agreed to terminate the Trademark Security Agreement to terminate, release and discharge its security interest and lien on all Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, those United States Trademark Registrations and Trademark Applications listed on Schedule 1 attached hereto (the "Released Trademark Collateral").

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgors secured by the Released Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of each Pledgors' right, title and interest in, to and under the Released Trademark Collateral and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Released Trademark Collateral to the Pledgors.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.


3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT

REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

HPS INVESTMENT PARTNERS, LLC,  
as Collateral Agent

By:   
Name: VIKAS KESWANI  
Title: MANAGING DIRECTOR

**Schedule 1**  
to  
**Termination of Security Interests in Trademarks**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
STEADY LIFT	86151162	12/23/13	---	---
STRONGARM	77463000	5/1/08	3649551	7/7/09
STRONGARM	77462783	5/1/08	3649549	7/7/09
CARTER	73409563	1/17/83	1307664	12/4/84
ALL WEATHER (stylized letters)	75/409333	12/22/97	2,299,346	12/14/99
EXACT FIT	76/046065	5/11/00	2,575,252	6/4/02
TRICO INSITES	85598836	4/16/12	4202550	9/4/12
TRICO ICE	85528729	1/30/12	4273359	1/8/13
TRICO INSTINCT	86232263	3/26/14	4664872	12/30/2014
XTRACLEAR	85666246	7/1/12	4401380	9/10/13
TRICO ONYX	85963710	6/19/13	4470690	1/21/14
TRICO SENTRY	86022040	7/29/13	4585882	8/12/2014
TRICO VIRTUAL WIPER SPECIALIST	86105848	10/30/13	---	---
FLEETEDGE	78355003	1/21/04	3093934	5/16/06
FLEETEDGE (with design)	78351968	1/14/04	3114935	7/11/06
GLOBAL I (word mark)	78/011589	6/7/00	2,560,433	4/9/02
INNOVISION	78437495	6/18/04	3083676	4/18/06



NEOFORM	77010092	9/28/06	3294538	9/18/07
NU-VISION (word mark)	74414473	7/19/1993	1830279	4/12/94
OKTANE	78419142	5/14/04	3091192	5/9/06
OKTANE (and design)	76594880	6/1/04	3090759	5/9/06
OPTIMIZER (word mark)	74392841	5/20/1993	1877162	1/31/95
RAINGUARD (word mark)	74345587	1/4/1993	1846190	7/19/94
ROBERK (word mark)	76006435	3/21/00	2438477	3/27/01
SWIFT	77715084	4/16/09	3782567	4/27/10
THE FOREMOST IN WIPER TECHNOLOGY	77012664	10/03/06 (effective filing date 5/2/07 due to amendment to Supp register)	3266549 Supplemental Register	7/17/07
TRICO (word mark)	75536768	8/17/98	2292526	11/16/99
TRICO (and pyramid design, without border)	73213249	4/26/79	1,200,365	7/6/82
TRICO (and windshield design with little car)	71529725	7/26/47	507812	3/22/49
TRICO (stylized letters)	71170909	10/18/22	167037	4/24/23
TRICO FLEX	77714971	4/16/09	3779335	4/20/10
TRICO VISIONALL (word mark)	75/249073	2/27/97	2179565	8/4/98
HIGHGLIDE	85366348	7/8/11	4176978	7/17/12
TRICO WIPER SYSTEMS: INNOVATIONS SEEN CLEAR ACROSS THE GLOBE	76/199303	1/12/01	2630493	10/8/02

TSN Logo	76575289	2/12/04	2980567	8/2/05
VISIONALL	77704967	4/2/09	3698542	10/20/09
WINTEREDGE	78354986	1/21/04	3098938	5/30/06
WINTERedge (stylized letters)	78351979	1/14/04	3127593	8/8/06
WIPER BLADES THAT JUST CLICK ON EASY	78482595	9/13/04	3011377	11/1/05
Wiper World Design	75/293052	5/20/97	2217868	1/12/99
WORLD CLASS (word mark)	75/686893	4/20/99	2750687	8/12/03
DUAL SHIELD	77961929	3/18/10	3963165	5/17/11
ENGINEERED BY TRICO	77961984	3/18/10	3963168	5/17/11
IT'S RAINING REBATES	77807124	8/18/09	3877852	11/16/10
MEMORY CURVE STEEL	77832175	9/22/09	3986390	6/28/11
TRICO (new logo)	85071490	6/25/10	3999585	7/19/11
TRICO CHILL	85118315	8/30/10	3959966	5/10/11
TRICO FACTORY REPLACEMENT CENTER	85197248	12/14/10	4199254	8/28/12
FOR THE BEST VIEW ALL AROUND YOU	77982581	3/3/10	4053667	11/8/11
TRICO FORCE	85238146	2/9/11	4094644	1/31/12
TRICO SEEING YOU THROUGH	85084721	7/14/10	4013718	8/16/11
TRICO SENSE	85084692	7/14/10	4007438	8/2/11
TRICO TECH	77831351	9/21/09	3877920	11/16/10

TRICO VIEW	77981292	12/1/09	3939063	3/29/11
TRICO VIEW	85293965	4/13/11	4455407	12/24/13
WIPE THE WIN-SHIELD	77808749	8/20/09	3955407	5/3/11
WIPE THE WIN-SHIELD & design	77808742	8/20/09	3958652	5/10/11
VORTEC	85327240	5/23/11	4140278	5/8/12
SHIELD	85184460	11/24/10	3989595	7/5/11
ALL SEASON PLUS	75/535540	8/23/98 (convention priority 5/6/98 Canada)	2354612	6/6/00
METALIST TRIDON (stylized words/Tridon in small print)	74/578643	9/26/94	1935187	11/14/95
METALIST	74/526428	5/19/94	1968886	4/16/96
RAINPRO & Design	74/500760	3/16/94 (convention priority - Canada)	1923542	10/3/95
THIN REPLACEMENT REFILL TRIDON (and design)	75/053853	2/5/96	2024029	12/17/96
TRIDON	75/041700	1/11/96	2022109	12/10/96
TRICO RAIN PRO	87014604	4/26/2016	--	--
SELL UP, SURF'S UP	86749881	9/8/2015	--	--
SEEING YOU THROUGH	86645000	5/29/2015	4880932	1/5/2016