

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Bridge Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBB Industries, LLC		04/16/2020	Limited Liability Company: DELAWARE
Remy Power Products, LLC		04/16/2020	Limited Liability Company: DELAWARE
World Wide Automotive, L.L.C.		04/16/2020	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3144495	ATSCO
Registration Number:	3477462	BBB INDUSTRIES
Registration Number:	3649690	BBB INDUSTRIES
Registration Number:	3470275	BBB INDUSTRIES
Registration Number:	4749153	BBB SPEED
Registration Number:	5962103	GOLD PREMIER
Registration Number:	1150965	KING KALIPERS
Registration Number:	5711009	NEW ADVANTAGE
Registration Number:	5711010	NEW ADVANTAGE
Registration Number:	5711011	NEW ADVANTAGE
Registration Number:	3878351	NUGEON
Serial Number:	87831042	OE-TURBOPOWER
Serial Number:	87831044	OE-TURBOPOWER
Serial Number:	87831046	OE-TURBOPOWER
Serial Number:	87831047	OE-TURBOPOWER

CH \$1115.00 3144495

Property Type	Number	Word Mark
Registration Number:	3343252	OCA
Registration Number:	5380727	PLATINUM
Registration Number:	5711297	PLATINUM
Registration Number:	5528077	PLATINUM
Registration Number:	5892119	PLATINUM
Registration Number:	5904065	PROTECH CERTIFIED
Registration Number:	5915632	PROTECH CERTIFIED
Registration Number:	5532087	SUPERIOR
Registration Number:	5808733	SUPERIOR
Registration Number:	5461019	SUPERIOR
Registration Number:	5835513	SUPERIOR1
Registration Number:	5835512	SUPERIOR1
Registration Number:	5908662	TECHSHIELD 360
Registration Number:	4913885	VISION-OE
Registration Number:	5729486	VISION-OE
Registration Number:	5711298	VISION-OE
Registration Number:	1225738	WILSON
Registration Number:	4749152	WILSON SPEED
Registration Number:	4716106	TURBOSUPPLY
Registration Number:	4983979	QRC REMAN
Registration Number:	5072717	QRC
Registration Number:	5716123	SUPERIOR ENGINE PARTS
Serial Number:	88717572	OE-TURBOPOWER
Registration Number:	2637229	NEW GOLD
Registration Number:	4576758	WORLD WIDE AUTOMOTIVE
Registration Number:	2609799	WORLD WIDE AUTOMOTIVE
Registration Number:	2618176	PRIDEMARK
Registration Number:	3371726	BBB INDUSTRIES
Serial Number:	88717570	OE-TURBO POWER

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	263839
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/16/2020
Total Attachments: 7 source=4-16-20 BBB-TM#page1.tif source=4-16-20 BBB-TM#page2.tif source=4-16-20 BBB-TM#page3.tif source=4-16-20 BBB-TM#page4.tif source=4-16-20 BBB-TM#page5.tif source=4-16-20 BBB-TM#page6.tif source=4-16-20 BBB-TM#page7.tif	

FIRST LIEN BRIDGE TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

FIRST LIEN BRIDGE TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2020, between BBB INDUSTRIES, LLC, a Delaware limited liability company, REMY POWER PRODUCTS, LLC, a Delaware limited liability company, and WORLD WIDE AUTOMOTIVE, L.L.C., a Virginia limited liability company, (each a “**Grantor**” and collectively, the “**Grantors**”), and UBS AG, STAMFORD BRANCH, as Collateral Agent (this “**Trademark Security Agreement**”).

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, GC EOS Parent, Inc., a Delaware corporation (“**Holdings**”), GC EOS Buyer, Inc., a Delaware corporation (the “**Borrower**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and UBS AG, Stamford Branch, as Collateral Agent and Administrative Agent, are parties to a Bridge Credit Agreement, dated as of April 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a First Lien Bridge Security Agreement, dated as of April 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings, the other Grantors party thereto and UBS AG, Stamford Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor secures the Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of each Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement:

Each Grantor hereby grants to the Grantee, to secure the Obligations, 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 now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

- (ii) rights to sue for past, present or future infringements of the foregoing;
- (iii) each Trademark License constituting Recordable Intellectual Property to which such Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
- (iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

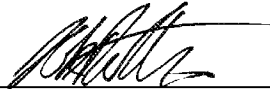
The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent in the Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL/Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Loan Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL/Term Loan Intercreditor Agreement shall govern and control.

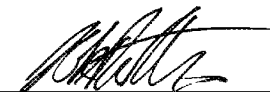
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

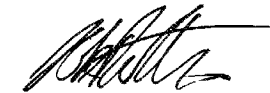
BBB INDUSTRIES, LLC

By: 
Name: Robert Rutledge
Title: Vice President

WORLD WIDE AUTOMOTIVE, L.L.C.
By: BBB Industries, LLC, its sole member

By: 
Name: Robert Rutledge
Title: Vice President

REMY POWER PRODUCTS, LLC
By: World Wide Automotive, L.L.C., its sole member
By: BBB Industries, LLC, its sole member

By: 
Name: Robert Rutledge
Title: Vice President

Acknowledged:

UBS AG, STAMFORD BRANCH,
as Collateral Agent



By: _____

Name: Anthony Joseph
Title: Associate Director




By: _____





Name: Housseem Daly
Title: Associate Director

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Grantor	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
BBB Industries, LLC	ATSCO	78583724	03/09/2005	3144495	09/19/2006
BBB Industries, LLC	BBB INDUSTRIES & Design 	77126625	03/09/2007	3477462	07/29/2008
BBB Industries, LLC	BBB INDUSTRIES & Design 	77126628	03/09/2007	3371726	01/22/2008
BBB Industries, LLC	BBB INDUSTRIES	77487062	05/30/2008	3649690	07/07/2009
BBB Industries, LLC	BBB INDUSTRIES	77128614	03/12/2007	3470275	07/22/2008
BBB Industries, LLC	BBB SPEED	86214108	03/07/2014	4749153	06/02/2015
BBB Industries, LLC	GOLD PREMIER	87743063	01/04/2018	5962103	01/14/2020
BBB Industries, LLC	KING KALIPERS	73220125	06/18/1979	1150965	04/14/1981
BBB Industries, LLC	NEW ADVANTAGE (Stylized) 	87743136	01/04/2018	5711009	03/26/2019
BBB Industries, LLC	NEW ADVANTAGE (Stylized) 	87743139	01/04/2018	5711010	03/26/2019
BBB Industries, LLC	NEW ADVANTAGE (Stylized) 	87743142	01/04/2018	5711011	03/26/2019
BBB Industries, LLC	NUGEON	76689470	05/09/2008	3878351	11/23/2010
BBB Industries, LLC	OE-TURBOPOWER	87831042	03/12/2018		
BBB Industries, LLC	OE-TURBOPOWER	87831044	03/12/2018		
BBB Industries, LLC	OE-TURBOPOWER	87831046	03/12/2018		

Grantor	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
BBB Industries, LLC	OE-TURBOPOWER	87831047	03/12/2018		
BBB Industries, LLC	OCA & Design 	77126623	03/09/2007	3343252	11/27/2007
BBB Industries, LLC	PLATINUM (Stylized) 	87560051	08/08/2017	5380727	01/16/2018
BBB Industries, LLC	PLATINUM (Stylized) 	87831029	03/12/2018	5711297	03/26/2019
BBB Industries, LLC	PLATINUM (Stylized) 	87560048	08/08/2017	5528077	07/31/2018
BBB Industries, LLC	PLATINUM (Stylized) 	87831030	03/12/2018	5892119	10/22/2019
BBB Industries, LLC	PROTECH CERTIFIED	87831039	03/12/2018	5904065	11/05/2019
BBB Industries, LLC	PROTECH CERTIFIED	87831041	03/12/2018	5915632	11/19/2019
BBB Industries, LLC	SUPERIOR (Stylized) 	87560063	08/08/2017	5532087	07/31/2018
BBB Industries, LLC	SUPERIOR (Stylized) 	87831031	03/12/2018	5808733	07/16/2019
BBB Industries, LLC	SUPERIOR (Stylized) 	87560061	08/08/2017	5461019	05/01/2018
BBB Industries, LLC	SUPERIOR1 (Stylized) 	87743156	01/04/2018	5835513	08/13/2019
BBB Industries, LLC	SUPERIOR1	87743093	01/04/2018	5835512	08/13/2019
BBB Industries, LLC	TECHSHIELD 360	87560073	08/08/2017	5908662	11/12/2019
BBB Industries, LLC	VISION-OE	85047508	05/25/2010	4913885	03/08/2016
BBB Industries, LLC	VISION-OE	87831037	03/12/2018	5729486	04/16/2019
BBB Industries, LLC	VISION-OE	87831038	03/12/2018	5711298	03/26/2019

Grantor	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
BBB Industries, LLC	WILSON & Design 	73281628	10/14/1980	1225738	02/01/1983
BBB Industries, LLC	WILSON SPEED	86214098	03/07/2014	4749152	06/02/2015
BBB Industries, LLC	TurboSupply	86378238	08/27/2014	4716106	04/07/2015
BBB Industries, LLC	QRC REMAN & Design 	86379843	08/28/2014	4983979	06/21/2016
BBB Industries, LLC	QRC	86950646	03/23/2016	5072717	11/01/2016
BBB Industries, LLC	SUPERIOR Engine Parts & Design 	87307205	01/19/2017	5716123	04/02/2019
BBB Industries, LLC	OE-TURBO POWER & Design 	88717570	12/06/2019		
BBB Industries, LLC	OE-TURBOPOWER	88717572	12/06/2019		
Remy Power Products, LLC	NEW GOLD	76298051	08/09/2001	2637229	10/15/2002
World Wide Automotive, L.L.C.	WORLD WIDE AUTOMOTIVE	85853234	02/19/2013	4576758	07/29/2014
World Wide Automotive, L.L.C.	WORLD WIDE AUTOMOTIVE	76344800	12/04/2001	2609799	08/20/2002
World Wide Automotive, L.L.C.	PRIDEMARK	76348674	12/13/2001	2618176	09/10/2002