

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carter Fuel Systems, LLC		04/20/2020	Limited Liability Company: DELAWARE
Fram Group IP LLC		04/20/2020	Limited Liability Company: DELAWARE
Trico Products Corporation		04/20/2020	Corporation: NEW YORK
Heatherton Holdings, LLC		04/20/2020	Limited Liability Company: DELAWARE
Strongarm, LLC		04/20/2020	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5856613	AUTOLITE IRIIDIUM ULTRA
Serial Number:	88769603	CARTER
Serial Number:	88783271	CARTER ENGINEERED QUALITY
Serial Number:	88783278	CARTER ENGINEERED QUALITY
Serial Number:	88783291	CARTER ENGINEERED QUALITY
Serial Number:	88533400	IGNITING YOUR PASSION
Serial Number:	88795883	FRAM FORCE
Serial Number:	88795856	FRAM POWERFLOW
Serial Number:	88795875	FRAM TITANIUM
Serial Number:	88795870	PERFECT SEAL
Serial Number:	88795866	TOTAL GRIP

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88835444	FRAM
Serial Number:	88835451	FRAM
Serial Number:	88835458	FRAM
Serial Number:	88835466	FRAM
Serial Number:	88835479	FRAM
Serial Number:	88835485	FRAM
Serial Number:	88758024	WIPERS ONE.TWO.THREE
Serial Number:	88758030	WIPERS ONE.TWO.THREE
Serial Number:	88767633	PROGLIDE
Serial Number:	88740350	SPEEDSET
Serial Number:	88740364	SPEEDSET TYPHOON
Serial Number:	88401576	TRICO MAXX
Serial Number:	88804745	FIRST BRANDS
Serial Number:	88804753	FIRST BRANDS
Serial Number:	88804761	FIRST BRANDS
Serial Number:	88850081	TRICO EXACT FIT

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1212796 TM B
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	04/22/2020

Total Attachments: 8

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”) dated April 20, 2020, is made by the Person listed on the signature page hereof (each, a “Grantor”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“Credit Suisse”), as collateral agent (as successor to Goldman Sachs Bank USA) (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TRICO GROUP, LLC, a Delaware limited liability company, and TRICO GROUP HOLDINGS, LLC, a Delaware limited liability company, have entered into that certain First Lien Term Loan Agreement, dated as of February 2, 2018 (as amended by that certain Amendment No. 1 to First Lien Term Loan Agreement dated as of October 23, 2018, that certain Amendment No. 2 to First Lien Term Loan Agreement dated as of January 24, 2018, that certain Amendment No. 3 to First Lien Term Loan Agreement dated as of February 26, 2019 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Credit Suisse, as Administrative Agent and Collateral Agent, and each other Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor and certain other Persons have executed and delivered that certain First Lien Security Agreement dated as of February 2, 2018 made by each Grantor and such other Persons in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain First Lien Intellectual Property Security Agreement dated as of February 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of each Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and/or other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1.01. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”): all Patents (as defined in the Security Agreement) including, without limitation, each Patent set forth in Schedule A hereto;

(b) all Patent Licenses (as defined in the Security Agreement);

(c) all Trademarks (as defined in the Security Agreement) including, without limitation, each Trademark set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest

therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law);

(d) all Trademark Licenses (as defined in the Security Agreement);

(e) all Copyrights (as defined in the Security Agreement) including, without limitation, the Copyrights listed in Schedule C hereto;

(f) all Copyright Licenses (as defined in the Security Agreement);
and

(g) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

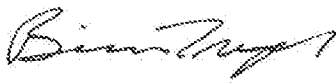
Section 1.02. Excluded Assets. Notwithstanding anything herein alluding to the contrary, none of the Excluded Assets shall constitute Additional Collateral.Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations of such Grantor under the Guaranty.Recordation. Each Grantor authorizes the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other government officer, as applicable, to record this IP Security Agreement Supplement.Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of 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 of a signature page to this IP Security Agreement Supplement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement.Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.Governing Law. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 1.08. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement Supplement in any Additional Collateral and the exercise of any right or remedy by the Collateral Agent, with respect to any Additional Collateral hereunder, are subject to (i) the provisions of the ABL Intercreditor Agreement and (ii) the provisions of the First Lien-Second Lien Intercreditor Agreement. In the event of any conflict (i) between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement Supplement, the terms of the ABL Intercreditor Agreement shall govern and control and (ii) between the terms of the First Lien-Second Lien Intercreditor Agreement and the terms of this IP Security Agreement Supplement, the terms of the First Lien-Second Lien Intercreditor Agreement shall govern and control.

[Signature page follows]

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

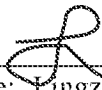
CARTER FUEL SYSTEMS
FRAM GROUP IP LLC
HEATHERTON HOLDINGS, LLC
STRONGARM, LLC
TRICO PRODUCTS CORPORATION

By 

Name: Brian Troyer
Title: General Counsel, EVP & Secretary
Address for Notices:

c/o Trico Group, LLC
127 Public Square, 5110
Cleveland, OH 44114
Attn: Patrick James

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: Lingzi Huang
Title: Authorized Signatory

By: 
Name: Emerson Almeida
Title: Authorized Signatory

Address for notices:
Credit Suisse AG, Cayman Islands Branch,
Eleven Madison Avenue - 8th Floor
New York, NY 10010
Attention: Loan Operations – Agency Manager

Schedule A

UNITED STATES PATENTS




United States Patents and Applications


Grantor	Name of Patent	Application Number	File Date	Registration Number	Registration Date
Carter Fuel Systems, LLC	Windscreen wiper device	15/263,660	9/13/2016	10328903	6/25/2019
FRAM Group IP LLC	HIGH THREAD JAMB NUT WITH RETAINING CLIP	62/910,756	10/4/2019		
FRAM Group IP LLC	HIGH THREAD SPARK PLUG WITH NON-AXISYMMETRIC GROUND SHIELD FOR PRECISE GROUND STRAP ORIENTATION	62/910,776	10/4/2019		
FRAM Group IP LLC	RELIEF VALVE	29/709,769	10/17/2019	D878520	3/17/2020
FRAM Group IP LLC	RELIEF VALVE	29/709,769	10/17/2019	D878520	3/17/2020
FRAM Group IP LLC	TWO-PIECE RELIEF VALVE COMPONENT	29/712,668	11/11/2019		
FRAM Group IP LLC	TWO-PIECE RELIEF VALVE COMPONENT	29/712,851	11/12/2019		
Trico Products Corporation	RUBBER WIPER BLADE ELEMENT WITH FRICTION REDUCING AGENT THAT CONTINUOUSLY MIGRATES TO THE SURFACE	14/736,409	6/11/2015	10,207,682	2/19/2019
Trico Products Corporation	WINDSCREEN WIPER DEVICE	14/974,397	12/18/2015	10369969	8/6/2019
Trico Products Corporation	WINDSCREEN WIPER DEVICE	15/372,608	12/8/2016	10,576,938	3/3/2020
Trico Products Corporation	WINDSCREEN WIPER DEVICE	15/620,852	6/13/2017	10328904	6/25/2019
Trico Products Corporation	WINDSCREEN WIPER DEVICE	15/642,595	7/6/2017	10293791	5/21/2019
Trico Products Corporation	WINDSCREEN WIPER DEVICE	15/783,327	10/13/2017	10,604,117	3/31/2020
Trico Products Corporation	DIV PACKAGING SYSTEM INCLUDING A HOLDER FOR HOLDING A WINDSCREEN WIPER DEVICE	15/846,874	12/19/2017	10,457,251	10/29/2019
Trico Products Corporation	DIV - RUBBER WIPER BLADE ELEMENT WITH FRICTION REDUCING AGENT THAT CONTINUOUSLY MIGRATES TO THE SURFACE	16/275,831	2/14/2019		
Trico Products Corporation	MULTIPLE WIPER BLADE ADAPTER FOR WIPER ASSEMBLY	62/868,221	6/28/2019		
Trico Products Corporation	WINDSCREEN WIPER DEVICE	16/560,390	9/4/2019		
Trico Products Corporation	WIPER BLADE CONNECTOR ASSEMBLY	16/646,664	3/12/2020		

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks and Applications

Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
Carter Fuel Systems, LLC	CARTER & design (black and white) 	88/769,603	1/22/2020		
Carter Fuel Systems, LLC	CARTER ENGINEERED QUALITY	88/783,271	2/3/2020		
Carter Fuel Systems, LLC	CARTER ENGINEERED QUALITY & design (black & white) 	88/783,278	2/3/2020		
Carter Fuel Systems, LLC	CARTER ENGINEERED QUALITY & design (color) 	88/783,291	2/3/2020		
FRAM Group IP LLC	AUTOLITE IRIDIUM ULTRA	88312042	2/22/2019	5856613	9/10/2019
FRAM Group IP LLC	Igniting Your Passion	88533400	7/24/2019		
FRAM Group IP LLC	IGNITING YOUR PASSION	88/533,400	7/24/2019		
FRAM Group IP LLC	FRAM FORCE	88/795,883	2/13/2020		
FRAM Group IP LLC	FRAM POWERFLOW	88/795,856	2/13/2020		
FRAM Group IP LLC	FRAM TITANIUM	88/795,875	2/13/2020		
FRAM Group IP LLC	PERFECT SEAL	88/795,870	2/13/2020		
FRAM Group IP LLC	TOTAL GRIP	88/795,866	2/13/2020		
FRAM Group IP LLC	FRAM	88/835,444	3/16/2020		
FRAM Group IP LLC	FRAM	88/835,451	3/16/2020		

Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
FRAM Group IP LLC	FRAM	88/835,458	3/16/2020		
FRAM Group IP LLC	FRAM (stylized) FRAM	88/835,466	3/16/2020		
FRAM Group IP LLC	FRAM (stylized) FRAM	88/835,479	3/16/2020		
FRAM Group IP LLC	FRAM (stylized) FRAM	88/835,485	3/16/2020		
Heatherton Holdings, LLC	WIPERS ONE. TWO. THREE	88/758,024	1/14/2020		
Heatherton Holdings, LLC	WIPERS ONE. TWO. THREE & design 	88/758,030	1/14/2020		
Strongarm, LLC	PROGLIDE	88/767,633	1/21/ 2020		
Trico Products Corporation	SPEEDSET	88/740,350	12/27/2019		
Trico Products Corporation	SPEEDSET TYPHOON	88/740,364	12/27/2019		
Trico Products Corporation	TRICO MAXX	88/401,576	4/25/2019		
Trico Products Corporation	FIRST BRANDS	88/804,745	2/10/2020		
Trico Products Corporation	FIRST BRANDS	88/804,753	2/20/2020		
Trico Products Corporation	FIRST BRANDS	88/804,761	2/20/2020		
Trico Products Corporation	TRICO EXACT FIT	88/850,081	3/27/2020		

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.