

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-------------------------------|--|----------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FRAM GROUP IP LLC | | 07/29/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| PRESTONE PRODUCTS CORPORATION | | 07/29/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG, as First Lien Collateral Agent | | |
| Street Address: | 11 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 96 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3112592 | AIRHOG | |
| Registration Number: | 3114893 | AIRHOG | |
| Registration Number: | 3114892 | AIRHOG HI-PERFORMANCE AIR FILTER | |
| Registration Number: | 3114872 | AIRHOG HI-PERFORMANCE AIR FILTER | |
| Registration Number: | 3122055 | BEFORE YOU SLAM IT, FRAM IT | |
| Registration Number: | 2149279 | COMFORTAIRE | |
| Registration Number: | 1810013 | DEFENSE | |
| Registration Number: | 2032246 | DOUBLE GUARD | |
| Registration Number: | 1701659 | EXTRA GUARD | |
| Registration Number: | 3308309 | FOR VEHICLES OVER 75000 MILES | |
| Registration Number: | 337799 | FRAM | |
| Registration Number: | 641730 | FRAM | |

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OP \$2415.00 3112592

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| Registration Number: | 375855 | FRAM |
| Registration Number: | 2979512 | FRAM |
| Registration Number: | 2979491 | FRAM |
| Registration Number: | 3287046 | FRAM |
| Registration Number: | 837113 | F FRAM |
| Registration Number: | 1771339 | FRAM F |
| Registration Number: | 3291926 | FRAM BOOST |
| Registration Number: | 3291846 | FRAM FRESH BREEZE |
| Registration Number: | 3415118 | FRAM ABSORBS ODORS WITH FRESH BREEZE CABIN AIR FILTER FILTRO DE AIRE DE CABINA FILTRE D'AIRE D'HABITACLE |
| Registration Number: | 3130872 | FRAM HIGH MILEAGE |
| Registration Number: | 3122056 | FRAM IT |
| Registration Number: | 2266831 | FRAM RACING |
| Registration Number: | 2979819 | FRAM. SOLID ORANGE. SOLID PROTECTION. |
| Registration Number: | 3947980 | FRAM EXTRA GUARD |
| Registration Number: | 2922501 | |
| Registration Number: | 2713250 | |
| Registration Number: | 2870146 | NOTHING FEELS BETTER THAN A JOB WELL DONE |
| Registration Number: | 2376935 | PAY A LITTLE MORE NOW... OR PAY A LOT LATER |
| Registration Number: | 3393124 | PERFORMANCE SPEAKS FOR ITSELF |
| Registration Number: | 1467227 | SENTINEL |
| Registration Number: | 2275820 | SUREGRIP |
| Registration Number: | 2445428 | TOUGH GUARD |
| Registration Number: | 1443041 | WEARGUARD |
| Registration Number: | 723102 | WEAR-GUARD |
| Registration Number: | 3907743 | XTENDEDGUARD |
| Registration Number: | 3308138 | YOU CAN PAY ME NOW OR YOU CAN PAY ME LATER |
| Registration Number: | 2291540 | AUTOLITE |
| Registration Number: | 637085 | AUTOLITE |
| Registration Number: | 3058196 | AUTOLITE |
| Registration Number: | 3121690 | AUTOLITE |
| Registration Number: | 110818 | AUTO-LITE |
| Registration Number: | 2461682 | AUTOLITE RACING |
| Registration Number: | 3276837 | AUTOLITE XP XTREME PERFORMANCE |
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|----------------------|---------|---|
| Registration Number: | 3178137 | AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS |
| Registration Number: | 3314656 | FLAREGLO |
| Registration Number: | 2872786 | IT'S TIME TO CHANGE YOUR PLUGS |
| Registration Number: | 3006638 | REVOLUTION HT |
| Registration Number: | 3314658 | SPACEGLO |
| Registration Number: | 2949554 | WIRED LIKE THE PROS |
| Registration Number: | 2515149 | 0 TO 60 |
| Registration Number: | 2148054 | ACRYSEAL SYSTEM |
| Registration Number: | 3276869 | BLINK |
| Registration Number: | 3503568 | BLINK...AND IT'S DONE! |
| Registration Number: | 3337872 | BLINK... AND IT'S DONE! MOM'S CAR SOLUTIONS |
| Registration Number: | 2155250 | BUG WASH |
| Registration Number: | 2548541 | COLD START |
| Registration Number: | 3465907 | DIRT BLOCKER |
| Registration Number: | 3465908 | DIRT BLOCKER |
| Registration Number: | 1970584 | DRIVEWAY HEAT |
| Registration Number: | 2525219 | |
| Registration Number: | 1849694 | |
| Registration Number: | 2580633 | |
| Registration Number: | 3133444 | PRESTONE |
| Registration Number: | 2465619 | PRESTONE |
| Registration Number: | 2754053 | PRESTONE |
| Registration Number: | 2413029 | PRESTONE |
| Registration Number: | 664229 | PRESTONE |
| Registration Number: | 1206746 | PRESTONE |
| Registration Number: | 837902 | PRESTONE |
| Registration Number: | 702073 | PRESTONE |
| Registration Number: | 683857 | PRESTONE |
| Registration Number: | 1012722 | PRESTONE |
| Registration Number: | 598269 | PRESTONE |
| Registration Number: | 590708 | PRESTONE |
| Registration Number: | 434789 | PRESTONE |
| Registration Number: | 181657 | PRESTONE |
| Registration Number: | 838760 | PRESTONE |
| Registration Number: | 839437 | PRESTONE |

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| | 643395 | PRESTONE |
| Registration Number: | 595417 | PRESTONE |
| Registration Number: | 590698 | PRESTONE |
| Registration Number: | 2626334 | PRESTONE E-Z POUR |
| Registration Number: | 2281373 | PRESTONE LOW TOX |
| Registration Number: | 2261787 | PRESTONE LOW TOX |
| Registration Number: | 3038213 | PRESTONE POWER PERFORMANCE |
| Registration Number: | 2835271 | PRESTONE PROTECTION INSIDE & OUT |
| Registration Number: | 2835156 | PRESTONE QUICK FILL |
| Registration Number: | 2854551 | PRESTONE QUICK FILL |
| Registration Number: | 967935 | PRIME |
| Registration Number: | 3373918 | TAKE BACK WINTER |
| Registration Number: | 3336266 | TAKE BACK WINTER |
| Registration Number: | 2104228 | TIRE JACK |
| Registration Number: | 3326497 | XTREME SPORT |
| Registration Number: | 3923333 | XTREME SPORT |

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 37275 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 08/11/2011 |

Total Attachments: 11

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FRAM GROUP IP LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 29, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Credit Suisse AG, as First Lien Collateral Agent

Internal

Address: _____

Street Address: 11 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

96

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

DongHwa Kim

Name of Person Signing

July 29, 2011

Date

Total number of pages including cover sheet, attachments, and document:

11

Name of additional conveying party:

PRESTONE PRODUCTS CORPORATION, a Delaware Corporation

FIRST LIEN TRADEMARK SECURITY AGREEMENT
dated as of July 29, 2011 (this "Agreement"), among the grantors
listed on Schedule I hereto (the "U.S. Grantors") and Credit Suisse
AG, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Collateral Agreement dated as of July 29, 2011 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among Fram Group Holdings Inc., a Delaware corporation ("FGHI"), Prestone Holdings Inc., a Delaware corporation ("PHI"), Fram Group (Canada) Inc., an Ontario corporation, ("FGCI"), and together with FGHI and PHI, the "Borrowers", Autoparts Holdings Limited, a New Zealand limited liability company ("Holdings"), the other Grantors from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of July 29, 2011 (as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the Subsidiary Guarantors (as defined therein), the Lenders and Credit Suisse AG, as Administrative Agent and as Collateral Agent. The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. Each U.S. Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in all of such U.S. Grantor's right, title or interest in, to and under all of the Trademarks of such U.S. Grantor (including those listed on Schedule II hereto) now owned or at any time hereafter acquired by such U.S. Grantor or in which such U.S. Grantor now has or at any time in the future may acquire any right, title or interest as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. The U.S. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

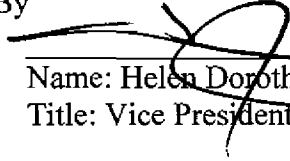
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., “pdf”) shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FRAM GROUP IP LLC,

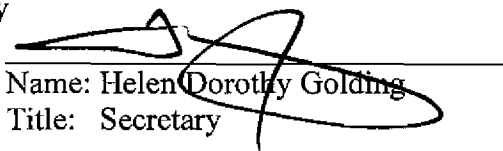
By



Name: Helen Dorothy Golding
Title: Vice President

PRESTONE PRODUCTS
CORPORATION,

By



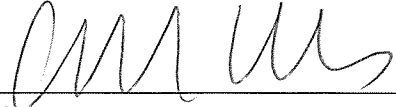
Name: Helen Dorothy Golding
Title: Secretary

SIGNATURE PAGE TO FIRST LIEN TRADEMARK AGREEMENT

TRADEMARK
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CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by



Name: ROBERT HETU
Title: MANAGING DIRECTOR

by



Name: KEVIN BUDDHDEW
Title: ASSOCIATE

SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004602 FRAME: 0345

Schedule I

U.S. Grantors

1. FRAM Group IP LLC
2. Prestone Products Corporation

Schedule II

Trademarks

Trademarks Owned by FRAM Group IP LLC

U.S. Trademark Registrations

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--|-----------------|------------------|
| AIRHOG | 3112592 | 7/4/2006 |
| AIRHOG | 3114893 | 7/11/2006 |
| AIRHOG and design | 3114892 | 7/11/2006 |
| AIRHOG HI-PERFORMANCE FILTER and design | 3114872 | 7/11/2006 |
| BEFORE YOU SLAM IT, FRAM IT | 3122055 | 7/25/2006 |
| COMFORTAIRE | 2149279 | 4/7/1998 |
| DEFENSE | 1810013 | 12/7/1993 |
| DOUBLE GUARD | 2032246 | 1/21/1997 |
| EXTRA GUARD | 1701659 | 7/21/1992 |
| FOR VEHICLES OVER 75000 MILES and design | 3308309 | 10/9/2007 |
| FRAM | 337799 | 8/18/1936 |
| FRAM | 641730 | 2/19/1997 |
| FRAM | 375855 | 3/5/1940 |
| FRAM | 2979512 | 7/26/2005 |
| FRAM | 2979491 | 7/26/2005 |
| FRAM | 3287046 | 8/28/2007 |
| FRAM and F design | 837113 | 10/17/1967 |
| FRAM and F design | 1771339 | 5/18/1993 |
| FRAM BOOST | 3291926 | 9/11/2007 |
| FRAM FRESH BREEZE | 3291846 | 9/11/2007 |
| FRAM FRESH BREEZE and design (color) | 3415118 | 4/22/2008 |
| FRAM HIGH MILEAGE | 3130872 | 8/15/2006 |
| FRAM IT | 3122056 | 7/25/2006 |
| FRAM RACING | 2266831 | 8/3/1999 |
| FRAM. SOLID ORANGE. SOLID PROTECTION. | 2979819 | 7/26/2005 |
| FRAM EXTRA GUARD | 3947980 | 4/19/2011 |
| Miscellaneous design (orange) | 2922501 | 2/1/2005 |
| Miscellaneous design (smudge print) | 2713250 | 5/6/2003 |
| NOTHING FEELS BETTER THAN A JOB WELL DONE and design | 2870146 | 8/3/2004 |
| PAY A LITTLE MORE NOW...OR PAY A LOT LATER | 2376935 | 8/15/2000 |
| PERFORMANCE SPEAKS FOR ITSELF | 3393124 | 3/4/2008 |
| SENTINEL | 1467227 | 12/2/1987 |
| SUREGRIP | 2275820 | 9/7/1999 |
| TOUGH GUARD | 2445428 | 4/24/2001 |

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---|-----------------|------------------|
| WEARGUARD | 1443041 | 6/16/1987 |
| WEAR-GUARD | 723102 | 10/24/1961 |
| XTENDED GUARD | 3907743 | 1/18/2011 |
| YOU CAN PAY ME NOW OR YOU CAN PAY ME LATER | 3308138 | 10/9/2007 |
| AUTOLITE | 2291540 | 11/9/1999 |
| AUTOLITE | 637085 | 11/13/1956 |
| AUTOLITE | 3058196 | 2/7/2006 |
| AUTOLITE | 3121690 | 7/25/2006 |
| AUTO-LITE (stylized) | 110818 | 12/1/1930 |
| AUTOLITE RACING | 2461682 | 6/19/2001 |
| AUTOLITE XP XTREME PERFORMANCE and design | 3276837 | 8/7/2007 |
| AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS and design | 3178137 | 11/28/2006 |
| FLAREGLO | 3314656 | 10/16/2007 |
| IT'S TIME TO CHANGE YOUR PLUGS | 2872786 | 8/10/2004 |
| REVOLUTION HT | 3006638 | 10/11/2005 |
| SPACEGLO | 3314658 | 10/16/2007 |
| WIRED LIKE THE PROS | 2949554 | 5/10/2005 |

U.S. Trademark Applications

None.

Trademarks Owned by Prestone Products Corporation

U.S. Trademark Registrations

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---|-----------------|------------------|
| 0 TO 60 | 2515149 | 12/4/2001 |
| ACRYSEAL SYSTEM | 2148054 | 3/31/1998 |
| BLINK | 3276869 | 8/7/2007 |
| BLINK...AND IT'S DONE! and design | 3503568 | 9/23/2008 |
| BLINK...AND IT'S DONE! MOM'S CAR SOLUTIONS and design | 3337872 | 11/20/2007 |
| BUG WASH | 2155250 | 5/5/1998 |
| COLD START | 2548541 | 3/12/2002 |
| DIRT BLOCKER | 3465907 | 7/15/2008 |
| DIRT BLOCKER | 3465908 | 7/15/2008 |
| DRIVEWAY HEAT | 1970584 | 4/23/1996 |

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--|-----------------|------------------|
| Miscellaneous design (color bar) | 2525219 | 1/1/2002 |
| Miscellaneous design (color bar) | 1849694 | 8/9/1994 |
| Miscellaneous design (Yellow for Prestone) | 2580633 | 6/18/2002 |
| PRESTONE | 3133444 | 8/22/2006 |
| PRESTONE | 2465619 | 7/3/2001 |
| PRESTONE | 2754053 | 8/19/2003 |
| PRESTONE | 2413029 | 12/12/2000 |
| PRESTONE | 664229 | 7/15/1958 |
| PRESTONE | 1206746 | 8/31/1982 |
| PRESTONE | 837902 | 10/31/1967 |
| PRESTONE | 702073 | 8/2/1960 |
| PRESTONE | 683857 | 8/25/1959 |
| PRESTONE | 1012722 | 6/10/1975 |
| PRESTONE | 598269 | 11/16/1954 |
| PRESTONE | 590708 | 6/8/1954 |
| PRESTONE | 434789 | 12/9/1947 |
| PRESTONE | 181657 | 3/25/1924 |
| PRESTONE | 838760 | 11/14/1967 |
| PRESTONE | 839437 | 11/28/1967 |
| PRESTONE (stylized) | 643395 | 3/26/1957 |
| PRESTONE (stylized) | 595417 | 9/21/1954 |
| PRESTONE (stylized) | 590698 | 6/8/1954 |
| PRESTONE E-Z POUR and design | 2626334 | 9/24/2002 |
| PRESTONE LOW TOX | 2281373 | 9/28/1999 |
| PRESTONE LOW TOX and design | 2261787 | 7/20/1999 |
| PRESTONE POWER PERFORMANCE and design | 3038213 | 1/3/2006 |
| PRESTONE PROTECTION INSIDE & OUT | 2835271 | 4/20/2004 |
| PRESTONE QUICK FILL | 2835156 | 4/20/2004 |
| PRESTONE QUICK FILL and design | 2854551 | 6/15/2004 |
| PRIME | 967935 | 9/11/1973 |
| TAKE BACK WINTER | 3373918 | 1/22/2008 |
| TAKE BACK WINTER and design | 3336266 | 11/13/2007 |
| TIRE JACK | 2104228 | 10/7/1997 |
| XTREME SPORT | 3326497 | 10/30/2007 |
| XTREME SPORT | 3923333 | 2/22/2011 |

U.S. Trademark Applications

None.