

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309188

| | | | |
|---|--------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AUTOSPLICE, INC. | | 06/30/2014 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | MEDLEY CAPITAL CORPORATION, AS AGENT | | |
| Street Address: | 375 Park Avenue, Suite 3304 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10152 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4520445 | AUTOSPLICE | |
| Registration Number: | 1021907 | AUTOSPLICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175269899 | | |
| <i>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.</i> | | | |
| Phone: | 6175269628 | | |
| Email: | cslattery@proskauer.com | | |
| Correspondent Name: | Christine Slattery | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | One International Place | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 51494/044 | | |
| NAME OF SUBMITTER: | Christine Slattery | | |
| SIGNATURE: | /Christine Slattery/ | | |
| DATE SIGNED: | 06/30/2014 | | |
| Total Attachments: 13 | | | |
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| TRADEMARK | | | |

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and MEDLEY CAPITAL CORPORATION, a Delaware Corporation, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of June 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among AutosplICE Parent, Inc., a Delaware corporation ("Parent"), AutosplICE, Inc., a New York corporation ("AutosplICE"; together with any Subsidiaries of Parent that become borrowers pursuant to the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of June 30, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in

this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

AUTOSPLICE, INC.

By: 
Name: Jeff Cartwright
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

MEDLEY CAPITAL CORPORATION,
a Delaware Corporation

By: 
Name: Richard T. Allorto
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005312 FRAME: 0442

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(see attached)

Trademark

AUTOSPLICE

| | | | | |
|---------------------------------------|----------------------------|----------------------------|-----------------------------|------------------------|
| Docket Number/Subcase Country Name | Application Number/Date | Publication Number/Date | Registration Number/Date | Status Next Renewal |
| AUTO-001323-AU/ Australia | xxxxxxx 21-May-2013 | | | Pending |

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE

| | | | | |
|---------------------------------------|----------------------------|----------------------------|-----------------------------|---------------------------|
| Docket Number/Subcase Country Name | Application Number/Date | Publication Number/Date | Registration Number/Date | Status Next Renewal |
| AUTO-001342/ Brazil | 812522885 18-Apr-1986 | | 812522885 24-Nov-1987 | Registered 24-Nov-2017 |

Class(es): 07 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE

| | | | | |
|--|----------------------------|----------------------------|-----------------------------|------------------------|
| Docket Number/Subcase Country Name | Application Number/Date | Publication Number/Date | Registration Number/Date | Status Next Renewal |
| AUTO-001323-CN/ China (People's Republic) | xxxxxxx 21-May-2013 | | | Pending |

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE

| | | | | |
|---|----------------------------|----------------------------|-----------------------------|---------------------------|
| Docket Number/Subcase Country Name | Application Number/Date | Publication Number/Date | Registration Number/Date | Status Next Renewal |
| AUTO-001348/ China (People's Republic) | 3538582 | | 3538582 21-Oct-2004 | Registered 20-Oct-2014 |

Class(es): 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

Trademark
AUTOSPLICE
Docket Number/Subcase
Country Name
 AUTO-001349/
 China (People's Republic)
Application
Number/Date
 3538584
 24-Apr-2003
Publication
Number/Date
 3538584
 28-Nov-2004
Registration
Number/Date
 3538584
 27-Nov-2014
Status
Next Renewal
 Registered
 27-Nov-2014

Class(es): 06 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.
Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE
Docket Number/Subcase
Country Name
 AUTO-001350/
 China (People's Republic)
Application
Number/Date
 3538583
 24-Apr-2003
Publication
Number/Date
 3538583
 28-Nov-2004
Registration
Number/Date
 3538583
 27-Nov-2014
Status
Next Renewal
 Registered
 27-Nov-2014

Class(es): 07 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.
Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE
Docket Number/Subcase
Country Name
 AUTO-001323-EM/
 European Community
Application
Number/Date
 xxxxxxxx
 21-May-2013
Publication
Number/Date
 xxxxxxxx
 21-May-2013
Registration
Number/Date
 xxxxxxxx
 21-May-2013
Status
Next Renewal
 Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.
Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE
Docket Number/Subcase
Country Name
 AUTO-001347/
 European Community
Application
Number/Date
 4892584
 09-Feb-2006
Publication
Number/Date
 4892584
 08-Jun-2010
Registration
Number/Date
 4892584
 09-Feb-2016
Status
Next Renewal
 Registered
 09-Feb-2016

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.
Attorney(s): TRW
Division Ref:
Agent Ref:

Trademark
AUTOSPLICE
Docket Number/Subcase
Country Name AUTO-001343/
 France
Application
Number/Date INPI 157581
Publication
Number/Date
Registration
Number/Date N 1552919
 27-Sep-1989
Status
Next Renewal Registered
 27-Sep-2019

Class(es): 08 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE
Docket Number/Subcase
Country Name AUTO-001323-IN/
 India
Application
Number/Date xxxxxxxx
 21-May-2013
Status
Next Renewal Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE
Docket Number/Subcase
Country Name AUTO-001355/
 Indonesia
Application
Number/Date D00 2013 038024
 02-Aug-2013
Status
Next Renewal Pending

Class(es): 09 Int.
Division:
Agent Name: George Widjojo & Parnters
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE
Docket Number/Subcase
Country Name AUTO-001323-WO/
 Int'l Registration - Madrid
 Agreement / Protocol
Application
Number/Date xxxxxxxx
 21-May-2013
Publication
Number/Date
Registration
Number/Date 1185559
 11-Nov-2013
Status
Next Renewal Registered
 21-May-2023

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

| Trademark | Docket Number/Subcase Country Name | Application Number/Date | Publication Number/Date | Registration Number/Date | Status Next Renewal |
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AUTOSPLICE

AUTO-001323-JP/
Japan

xxxxxxx
21-May-2013

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

Pending

AUTOSPLICE

AUTO-001351/
Japan

S44-067389
01-Aug-1969

Class(es): 09 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

Registered
05-Jul-2021

AUTOSPLICE

AUTO-001323-KR/
Korea, Republic of

xxxxxxx
21-May-2013

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

Pending

AUTOSPLICE

AUTO-001358/
Malaysia

2013010975
05-Aug-2013

Class(es): 09 Int.
Division:
Agent Name: Rodyk & Davidson LLP
Assignee Name: Autosplice, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

Pending

Trademark

**Docket Number/Subcase
Country Name**

**Application
Number/Date**

**Publication
Number/Date**

**Registration
Number/Date**

**Status
Next Renewal**

AUTOSPLICE

AUTO-001323-MX/
Mexico

xxxxxxx
21-May-2013

xxxxxxx
11-Nov-2013

Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE

AUTO-001323-NZ/
New Zealand

xxxxxxx
21-May-2013

1185559
11-Nov-2013

Registered
21-May-2023

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE

AUTO-001323-PH/
Philippines

xxxxxxx
21-May-2013

xxxxxxx
11-Nov-2013

Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE

AUTO-001323-SG/
Singapore

xxxxxxx
21-May-2013

xxxxxxx
11-Nov-2013

Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

| Trademark | Docket Number/Subcase Country Name | Application Number/Date | Publication Number/Date | Registration Number/Date | Status Next Renewal |
|-----------|---------------------------------------|----------------------------|----------------------------|-----------------------------|------------------------|
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AUTOSPLICE

AUTO-001356/
Thailand
903789
06-Aug-2013

Class(es): 09 Int.
Division:
Agent Name: Siam Premier
Assignee Name: Autosplice, Inc.
Attorney(s): TRW
Division Ref:
Agent Ref:

Pending

AUTOSPLICE

AUTO-001323/
United States of America
85938929
21-May-2013

Class(es): 09 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.
Attorney(s): TRW
Division Ref:
Agent Ref:

Registered
29-Apr-2024

AUTOSPLICE

AUTO-001323-VN/
Vietnam
xxxxxxx
21-May-2013

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.
Attorney(s): TRW
Division Ref:
Agent Ref:

Pending

TRADEMARK

AUTOSPLICE (typed drawing)

AUTO-001341/
United States of America
73029604
15-Aug-1974

Class(es): 07 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.
Attorney(s): TRW
Division Ref:
Agent Ref:

Registered
07-Oct-2015

| Trademark | Docket Number/Subcase Country Name | Application Number/Date | Publication Number/Date | Registration Number/Date | Status Next Renewal |
|----------------------------|---------------------------------------|----------------------------|----------------------------|-----------------------------|---------------------------|
| AUTOSPLICE (Word & Design) | AUTO-001344/ Germany | 39602922.1 24-Jan-1996 | | 39602922 23-Oct-1997 | Registered 24-Jan-2016 |

Class(es): 06 Int., 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE (Word & Design)

AUTO-001345/
United Kingdom

2042262
04-Jun-1999

2042262
04-Jun-1999

Registered
23-Oct-2015

Class(es): 06 Int., 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE (Word ONLY)

AUTO-001346/
United Kingdom

2041517

2041517
04-Dec-1998

Registered
17-Oct-2015

Class(es): 06 Int., 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref: