

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bell Automotive Products, Inc.		06/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	720 King Street West, 2nd Floor		
Internal Address:	c/o GWS Loan Operations		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V2T3		
Entity Type:	National Bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85838639	FILL & GO	
Serial Number:	86339357	TRUE-RENEW	
Serial Number:	86395358	BELL	
Registration Number:	4003436	BELL AUTOMOTIVE PRODUCTS	
Registration Number:	3878218	BELL AUTOMOTIVE	
Registration Number:	4388577	SHAGGY	
Registration Number:	3687276	NATURAL EFFECTS	
Registration Number:	4298091	BELLAIRE	
Registration Number:	4379872	PLUG & GO	
Registration Number:	4569531	HYPERFLEX CORE	
Registration Number:	4610526	SEAL & GO	
Registration Number:	4569532	HYPERFLEX CORE	
Registration Number:	3545144	QUIK AIRE VICTOR	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		

CH \$340.00 85838639

Email: ipdept@willkie.com
Correspondent Name: Meghan Hungate c/o Willkie Farr & Gallag
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 110467.00026 MHH

NAME OF SUBMITTER: Meghan M. Hungate

SIGNATURE: /meghanmhungate/

DATE SIGNED: 06/15/2015

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 5th day of June, 2015, Bell Automotive Products, Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 18940 N. Pima Rd., Ste. 200, Scottsdale, AZ 85255, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia (“*Scotia Capital*”), with its mailing address c/o GWS Loan Operations, 720 King Street West, 2nd Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

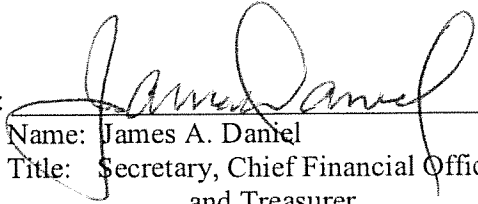
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated June 3, 2011 (the “*Security Agreement*”), by and among Debtor, the other debtors from time to time party thereto and the Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

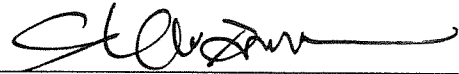
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.


BELL AUTOMOTIVE PRODUCTS, INC.

By: 
Name: James A. Daniel
Title: Secretary, Chief Financial Officer
and Treasurer

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA, as the Agent

By: 
Name: **Clement Yu**
Title: **Director**

By: 
Name: **Syed Ali**
Title: **Analyst**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Trademark	Country	Application/Reg. Number
Victor	Mexico	1574457
Bell Automotive	China	3165401
BELL (logo)	Europe (OHIM)	11572831
Fill & Go	US	85/838639
True-Renew	US	86/339357
Bell (logo)	US	86/395358
Bell (Class 01) Mexico	Mexico	1215703
Bell (Class 06) Mexico	Mexico	1212460
Bell (Class 07) Mexico	Mexico	1212459
Bell (Class 21) Mexico	Mexico	1221836
Bell (Class 22) Mexico	Mexico	1211363
Bell (Class 27) Mexico	Mexico	1165600
Bell Automotive Products	US	4003436
Bell Automotive Products (Canada)	Canada	845992
Bell Automotive (Canada)	Canada	845990
Bell Automotive	US	3878218
Shaggy	US	4388577
Natural Effects	US	3687276
Bell Automotive (Logo) Europe	Europe	10476001
Ondago (Europe)	Europe	11971884
Bellaire	US	4298091
Plug & Go	US	4379872
Hyperflex Core	US	4569531
Seal & Go	US	4610526
Hyperflex Core (Logo)	US	4569532
Quik Aire Victor (stylized + design)	US	3545144