

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Automotive Components Group North America, Inc.		09/30/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	CF Lending, LLC as administrative agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3402882	ACTWEB
Registration Number:	4023116	ECOBLEND
Registration Number:	4165002	INTERCEPT
Registration Number:	3987068	SAFE-TEC
Registration Number:	3828823	SILENT SOLUTIONS
Registration Number:	4026456	SILENT SOLUTIONS
Registration Number:	4503065	SMARTFOIL
Serial Number:	85766795	GRIPRITE
Serial Number:	86377049	GRIPRITE-DAT

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
 Email: trademarkny@winston.com
 Correspondent Name: John G. Kalyvas
 Address Line 1: 200 Park Avenue

CH \$240.00 3402882

Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166-4193

ATTORNEY DOCKET NUMBER: 80034.1352

NAME OF SUBMITTER: John Kalyvas

SIGNATURE: /John Kalyvas by trademarkny/

DATE SIGNED: 09/30/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CF Lending, LLC (“CF Lending”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the US Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Senior Secured Global Revolving Credit Facilities Agreement, dated as of September 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among International Automotive Components Group North America, Inc. (“US Borrower”), IACG Europe Limited. (“European Borrower”), International Automotive Components Group Limited. (“UK Borrower”), the Lenders and the L/C Issuers from time to time party thereto and CF Lending, as Administrative Agent for the Lenders and the L/C Issuers, the US Secured Parties have severally agreed to make extensions of credit to US Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than US Borrower) has agreed, pursuant to the Guaranty and Security Agreement (US Borrower Obligations) of even date herewith in favor of Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of US Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the US Secured Parties and Administrative Agent to enter into the Credit Agreement and to induce the US Secured Parties to make their respective extensions of credit to US Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the US Secured Parties, and grants to Administrative Agent for the benefit of the US Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

INTERNATIONAL AUTOMOTIVE COMPONENTS
GROUP NORTH AMERICA, INC.
as Grantor

By: 
Name: Dennis Richardville
Title: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

CF LENDING, LLC
as Administrative Agent

By: 

Name: Britar Vinca

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

(See Attached)

TRADEMARKS				
Jurisdiction	Mark	Reg. Date	Reg Number	Owner
United States	ACTWEB	25 Mar 2008	3402882	International Automotive Components Group North America, Inc.
United States	ECOBLEND	06 Sep 2011	4023116	International Automotive Components Group North America, Inc.
United States	INTERCEPT	26 Jun 2012	4165002	International Automotive Components Group North America, Inc.
United States	Safe-TEC	28 Jun 2011	3987068	International Automotive Components Group North America, Inc.
United States	SILENT SOLUTIONS	03 Aug 2010	3828823	International Automotive Components Group North America, Inc.
United States	SILENT SOLUTIONS (stylized and/or with design)	13 Sep 2011	4026456	International Automotive Components Group North America, Inc.
United States	SMARTFOIL	25 Mar 2014	4503065	International Automotive Components Group North America, Inc.
Mexico	SMARTFOIL	24 Jun 2013	1487871	International Automotive Components Group North America, Inc.
Japan	SMARTFOIL	24 Jun 2013	1167863	International Automotive Components Group North America, Inc.
World Intellectual Property Association	SMARTFOIL	24 Jun 2013	1167863	International Automotive Components Group North America, Inc.
TRADEMARK APPLICATIONS				
Jurisdiction	Mark	Serial No.	Filing Date	Owner
United States	GripRite	85/766795	30 Oct 2012	International Automotive Components Group North America, Inc.
United States	GripRite-DAT	86/377049	26 Aug 2014	International Automotive Components Group North America, Inc.
Canada	SMARTFOIL	85/855957	21 Feb 2013	International Automotive Components Group North America, Inc.