

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368113

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARDONE INDUSTRIES, INC.		01/06/2016	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	1600 Market Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4060143	3F FLUID/FLUSH/FILTER	
<b>Registration Number:</b>	4028077	3F FLUID/FLUSH/FILTER	
<b>Registration Number:</b>	4059415	3F FLUID/ FLUSH/ FILTER	
<b>Registration Number:</b>	2080671	A1	
<b>Registration Number:</b>	1226585	A1	
<b>Registration Number:</b>	2928599	A1 CARDONE	
<b>Registration Number:</b>	3938662	AUTOLINE	
<b>Registration Number:</b>	3845548	AUTOLINE AUTOLINE IMPORT PRODUCTS	
<b>Registration Number:</b>	3845549	AUTOLINE IMPORT PRODUCTS	
<b>Registration Number:</b>	3716185	C	
<b>Registration Number:</b>	2076817	CARDONE	
<b>Registration Number:</b>	3444324	CARDONE	
<b>Registration Number:</b>	3230206	CARDONE SELECT	
<b>Registration Number:</b>	2986974	CARDONE SELECT	
<b>Registration Number:</b>	3245426	CARDONE SELECT	
<b>Registration Number:</b>	3177455	CARDONE SERVICE PLUS	
<b>Registration Number:</b>	4712636	CARDONE SERVICE PLUS	
<b>Registration Number:</b>	4864359	CARDONE ULTRA	
<b>Registration Number:</b>	3233923	CARDONE WEBCAT	
<b>TRADEMARK</b>			

CH \$1040.00 4060143

Property Type	Number	Word Mark
Registration Number:	3367257	CUSTOMFX BY A1 CARDONE
Registration Number:	3174548	FLASH 2 ALL-MAKES REPROGRAMMER
Registration Number:	2860828	FRICTION CHOICE
Registration Number:	3659298	MAG-FLOW
Registration Number:	3661977	MAG-FLOW
Registration Number:	3900016	MAGNA-PURE
Registration Number:	4267746	MAGNA-PURE
Registration Number:	4146199	OEM ORIGINAL EQUIPMENT REMANUFACTURED
Registration Number:	3946424	OEM ORIGINAL EQUIPMENT REMANUFACTURED
Registration Number:	1812087	PRO TECH
Registration Number:	3683755	QUALITY. BEYOND A SHADOW OF A DOUBT.
Registration Number:	3174528	RAPID RELEASE
Registration Number:	3174529	RAPID RELEASE
Registration Number:	2330881	REMAN.IT'S WHAT WE DO.
Registration Number:	3758046	S3 SUPERIOR STEERING SOLUTIONS
Registration Number:	3758048	S3 SUPERIOR STEERING SOLUTIONS
Registration Number:	3680533	TOTAL ECLIPSE
Registration Number:	3680534	TOTAL ECLIPSE
Registration Number:	4842705	ULTRA C
Serial Number:	86348549	CARDONE ENGINEERED FOR SUSTAINABILITY
Serial Number:	86348578	CARDONE ENGINEERED FOR SUSTAINABILITY
Serial Number:	86761133	CARDONE ENGINEERED FOR SUSTAINABILITY

**CORRESPONDENCE DATA**

Fax Number: 2158648999

*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: 215.864.8253

Email: kimy@ballardspahr.com

Correspondent Name: Yunhee Kim

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	00889003
NAME OF SUBMITTER:	Yunhee Kim
SIGNATURE:	/Yunhee Kim/
DATE SIGNED:	01/06/2016

Total Attachments: 8

source=Patent and Trademark Security Agreement#page1.tif

source=Patent and Trademark Security Agreement#page2.tif  
source=Patent and Trademark Security Agreement#page3.tif  
source=Patent and Trademark Security Agreement#page4.tif  
source=Patent and Trademark Security Agreement#page5.tif  
source=Patent and Trademark Security Agreement#page6.tif  
source=Patent and Trademark Security Agreement#page7.tif  
source=Patent and Trademark Security Agreement#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of January 6, 2016 (this "Agreement"), among **CARDONE INDUSTRIES, INC.**, a Pennsylvania corporation (the "Company"), certain direct and indirect subsidiaries of the Company from time to time parties hereto (the Company, together with each such subsidiary, individually a "Grantor" and collectively the "Grantors") and PNC Bank, National Association, as administrative agent (in such capacity, the "Agent").

Reference is made to (a) that certain Third Amended and Restated Credit Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Credit Agreement") dated as of November 30, 2015 by and among the Company, the direct and indirect subsidiaries of the Company from time to time parties thereto (the "Subsidiary Borrowers" and with the Company, collectively, the "Borrowers"), the Agent and the Banks now or hereafter party thereto (collectively, the "Banks"), and (b) that certain Security Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Security Agreement") dated as of November 30, 2015 by and among the Company, certain Subsidiary Borrowers, and Agent. The obligation of the Banks to make loans and issue or participate in letters of credit under the Credit Agreement is subject to the condition, among others, that the Grantors execute and deliver this Agreement. The Grantors party hereto are Borrowers and will derive substantial benefits from the extension of credit contemplated by the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Security Agreement did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office worldwide, including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Schedule II;

(d) all goodwill associated therewith or symbolized thereby;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill;  
and

(f) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

CARDONE INDUSTRIES, INC.

By: Kevin P. Bagby  
Print Name: Kevin P. Bagby  
Title: Chief Financial Officer

MCR INTERNATIONAL, INC.

By: Kevin P. Bagby  
Print Name: Kevin P. Bagby  
Title: Treasurer

CARDONE INDUSTRIES ULC

By: Kevin P. Bagby  
Print Name: Kevin P. Bagby  
Title: Treasurer

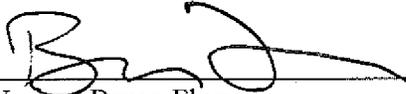
GLOBAL REMAN. VENTURES, LLC

By: Kevin P. Bagby  
Print Name: Kevin P. Bagby  
Title: Treasurer

TRIDONEX USA LLC

By: Kevin P. Bagby  
Print Name: Kevin P. Bagby  
Title: Treasurer

PNC BANK NATIONAL ASSOCIATION  
as Administrative Agent

By:   
Print Name: Bryan Flory  
Title: Assistant Vice President

SCHEDULE I

Patents

None.

Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Cardone industries, Inc.	U.S. Utility (Provisional)	62/245,803	10/23/2016

Patent Licenses

None.

SCHEDULE II

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Expiration Date (Renewal Due or Declaration of Use as indicated)</u>
Cardone Industries, Inc.	3F FLUID/FLUSH/FILTER	UNITED STATES	4,060,143	11/22/2017 (Declaration of Use)
Cardone Industries, Inc.	3F FLUID/FLUSH/FILTER & Design	UNITED STATES	4,028,077	09/20/2017 (Declaration of Use)
Cardone Industries, Inc.	3F FLUID/FLUSH/FILTER & Design	UNITED STATES	4,059,415	11/22/2017 (Declaration of Use)
Cardone Industries, Inc.	A1	UNITED STATES	2,080,671	07/22/2017
Cardone Industries, Inc.	A1 & Design	UNITED STATES	1,226,585	02/08/2023
Cardone Industries, Inc.	A1 CARDONE & Design (#2)	UNITED STATES	2,928,599	03/01/2025
Cardone Industries, Inc.	AUTOLINE	UNITED STATES	3,938,662	03/29/2017 (Declaration of Use)
Cardone Industries, Inc.	AUTOLINE AUTOLINE IMPORT PRODUCTS & Design	UNITED STATES	3,845,548	09/07/2016 (Declaration of Use)
Cardone Industries, Inc.	AUTOLINE IMPORT PRODUCTS	UNITED STATES	3,845,549	09/07/2016 (Declaration of Use)
Cardone Industries, Inc.	C & Design (C Logo)	UNITED STATES	3,716,185	11/24/2019
Cardone Industries, Inc.	CARDONE	UNITED STATES	2,076,817	07/08/2017
Cardone Industries, Inc.	CARDONE & Design	UNITED STATES	3,444,324	06/10/2018
Cardone Industries, Inc.	CARDONE SELECT	UNITED STATES	3,230,206	04/17/2017
Cardone Industries, Inc.	CARDONE SELECT & Design	UNITED STATES	2,986,974	08/23/2025
Cardone Industries, Inc.	CARDONE SELECT & Design	UNITED STATES	3,245,426	05/22/2017
Cardone Industries, Inc.	CARDONE SERVICE PLUS	UNITED STATES	3,177,455	11/28/2016
Cardone Industries, Inc.	CARDONE SERVICE PLUS & Design	UNITED STATES	4,712,636	03/31/2021 (Declaration of Use)
Cardone Industries, Inc.	CARDONE ULTRA	UNITED STATES	4,864,359	12/01/2021 (Declaration of Use)
Cardone Industries, Inc.	CARDONE WEBCAT	UNITED STATES	3,233,923	04/24/2017
Cardone Industries, Inc.	CUSTOM FX BY A1 CARDONE & Design	UNITED STATES	3,367,257	01/08/2018
Cardone Industries, Inc.	FLASH 2 ALL-MAKES REPROGRAMMER & Design	UNITED STATES	3,174,548	11/21/2016
Cardone Industries, Inc.	FRICTION CHOICE	UNITED STATES	2,860,828	07/06/2024
Cardone Industries, Inc.	MAG-FLOW	UNITED STATES	3,659,298	07/21/2019
Cardone Industries, Inc.	MAG-FLOW (Stylized)	UNITED STATES	3,661,977	07/28/2019
Cardone Industries, Inc.	MAGNA-PURE	UNITED STATES	3,900,016	01/04/2017 (Declaration of Use)
Cardone Industries, Inc.	MAGNA-PURE & Design	UNITED STATES	4,267,746	01/01/2019 (Declaration of Use)
Cardone Industries, Inc.	OEM ORIGINAL EQUIPMENT REMANUFACTURED & Design (#3)	UNITED STATES	4,146,199	05/22/2018 (Declaration of Use)
Cardone Industries, Inc.	ORIGINAL EQUIPMENT REMANUFACTURED & Design (#1)	UNITED STATES	3,946,424	03/12/2017 (Declaration of Use)
Cardone Industries, Inc.	PRO TECH	UNITED STATES	1,812,087	12/21/2023

Cardone Industries, Inc.	QUALITY. BEYOND A SHADOW OF A DOUBT.	UNITED STATES	3,683,755	09/15/2019
Cardone Industries, Inc.	RAPID RELEASE	UNITED STATES	3,174,528	11/21/2016
Cardone Industries, Inc.	RAPID RELEASE & Design	UNITED STATES	3,174,529	11/21/2016
Cardone Industries, Inc.	REMAN. IT'S WHAT WE DO.	UNITED STATES	2,330,881	03/21/2020
Cardone Industries, Inc.	S3 SUPERIOR STEERING SOLUTIONS	UNITED STATES	3,758,046	03/09/2016 (Declaration of Use)
Cardone Industries, Inc.	S3 SUPERIOR STEERING SOLUTIONS & Design	UNITED STATES	3,758,048	03/09/2016 (Declaration of Use)
Cardone Industries, Inc.	TOTAL ECLIPSE	UNITED STATES	3,680,533	09/08/2019
Cardone Industries, Inc.	TOTAL ECLIPSE & Design	UNITED STATES	3,680,534	09/08/2019
Cardone Industries, Inc.	ULTRA & C Design	UNITED STATES	4,842,705	10/27/2021 (Declaration of Use)

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date Filed</u>
Cardone Industries, Inc.	CARDONE ENGINEERED FOR SUSTAINABILITY	UNITED STATES	86/348,549	07/25/2014
Cardone Industries, Inc.	CARDONE ENGINEERED FOR SUSTAINABILITY & Design (Color Claim)	UNITED STATES	86/348,578	07/25/2014
Cardone Industries, Inc.	CARDONE ENGINEERED FOR SUSTAINABILITY & Design (W/O Color Claim)	UNITED STATES	86/761,133	09/18/2015

Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Cardone Industries, Inc.	Smart Choice LLC	ASCENSION	4,116,122	03/20/2018 (Declaration of Use)
Cardone Industries, Inc.	Smart Choice LLC	ASCENSION PARTS & Design	4,784,960	06/02/2021 (Declaration of Use)
Cardone Industries, Inc.	Smart Choice LLC	ASCENSION PREMIUM IMPACT PARTS & Design	4,176,607	07/17/2018 (Declaration of Use)