

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYK Automotive, LLC		04/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	2663162	MENDTITE	
Registration Number:	1134381	POLYGUARD	
Registration Number:	3488666	POLYGUARD	
Registration Number:	2428921	POWER BLAST	
Registration Number:	3702418	ZECOL	
Registration Number:	2443233	ZECOL-MAX	
Registration Number:	3882797	AG AMGAUGE	
Registration Number:	3857063	AP AUTO	
Registration Number:	3936938	ARMOR	
Registration Number:	3979033	AUTOTECH	
Registration Number:	4786269	ROBERT ELGART AUTOMOTIVE	
Registration Number:	4351242	BLACK DIAMOND	
Registration Number:	1740557	CERTIFIED	
Registration Number:	4527870	CERTIFIED	
Registration Number:	4518408	COMET LITEZ	
Registration Number:	4449657	CONTINENTAL LUBE SUPPLY	
Registration Number:	4117240	CONTINENTAL LUBE SUPPLY	
Registration Number:	3853111	MASTER	
Registration Number:	3882799	MASTER	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4653516	TWINCO ROMAX
Registration Number:	3892931	PRO-1
Registration Number:	3590301	PRO/GAUGE
Registration Number:	4374729	SPORT GRIP
Registration Number:	3853993	STORMSHIELD
Registration Number:	3045027	SUPERIOR AUTOMOTIVE
Registration Number:	4279427	SUPERSKIN
Registration Number:	1119596	AG AMGAUGE
Registration Number:	1636592	CLIMATE CONTROL
Registration Number:	4517173	KELTNER DISTRIBUTION
Registration Number:	3834227	FADE FREE
Registration Number:	1306627	MASTER
Registration Number:	2959241	MASTER
Registration Number:	3859745	STORM SHIELD
Registration Number:	3886058	SUPERIOR AUTOMOTIVE
Registration Number:	4653517	ATLANTIC PACIFIC AUTOMOTIVE
Registration Number:	2677862	BUG BLAST WINDSHIELD WASHER
Registration Number:	3183610	CHAIN PRO
Registration Number:	3183609	CHARCOAL CHEF
Registration Number:	2766587	INCREDIBLE ORANGE

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	049018-0063
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/01/2016

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

April 1, 2016

WHEREAS, DYK AUTOMOTIVE, LLC, a Delaware limited liability company (“**Grantor**”), owns and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, DYK Prime Acquisition, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the

Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

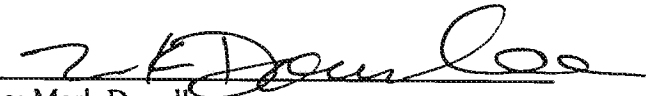
Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

DYK AUTOMOTIVE, LLC

By: 
Name: Mark Dowdle
Title: Vice President

Grant of Trademark Security Interest
to Security Agreement

TRADEMARK
REEL: 005763 FRAME: 0396

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Owner	Trademark Description	Application No.	Application Date	Registration No.	Registration Date	Country
DYK Automotive, LLC	MENDTITE	76/391,806	3-Apr-02	2,663,162	17-Dec-02	US
DYK Automotive, LLC	POLYGUARD	73/188,987	12-Oct-78	1,134,381	6-May-80	US
DYK Automotive, LLC	POLYGUARD	78/800,789	27-Jan-06	3,488,666	19-Aug-08	US
DYK Automotive, LLC	POWER BLAST	75/715,885	27-May-99	2,428,921	13-Feb-01	US
DYK Automotive, LLC	ZECOL	77379973	24-Jan-08	3702418	27-Oct-09	US
DYK Automotive, LLC	ZECOL-MAX	75/625,195	22-Jan-99	2,443,233	10-Apr-01	US
DYK Automotive, LLC	AG AMGAUGE	85/003,031	31-Mar-10	3,882,797	30-Nov-10	US
DYK Automotive, LLC	AP AUTO	85002961	31-Mar-10	3857063	5-Oct-10	US
DYK Automotive, LLC	ARMOR	85/002,079	30-Mar-10	3,936,938	29-Mar-11	US
DYK Automotive, LLC	AUTOTECH & Design (1) 	77/936,862	16-Feb-10	3,979,033	14-Jun-11	US
DYK Automotive, LLC	ROBERT ELGART AUTOMOTIVE	85864328	1-Mar-13	4786269	4-Aug-15	US
DYK Automotive, LLC	BLACK DIAMOND	85/571,721	16-Mar-12	4,351,242	11-Jun-13	US
DYK Automotive, LLC	CERTIFIED & Design (2) 	74/222,280	18-Nov-91	1,740,557	15-Dec-92	US
DYK Automotive, LLC	CERTIFIED & Design (1) 	85/841,275	5-Feb-13	4,527,870	13-May-14	US
DYK Automotive, LLC	COMET LITEZ	85/654,684	18-Jun-12	4,518,408	22-Apr-14	US
DYK Automotive, LLC	CONTINENTAL LUBE SUPPLY & Design (1) 	85/247,505	21-Feb-11	4,449,657	17-Dec-13	US
DYK Automotive, LLC	CONTINENTAL LUBE SUPPLY	85/247,519	21-Feb-11	4,117,240	27-Mar-12	US
DYK Automotive, LLC	MASTER	77/936,734	16-Feb-10	3,853,111	28-Sep-10	US
DYK Automotive, LLC	MASTER	85/003,076	31-Mar-10	3,882,799	30-Nov-10	US

Grant of Trademark Security Interest
to Security Agreement

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**TRADEMARK
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DYK Automotive, LLC	TWINCO ROMAX	85/864,348	1-Mar-13	4,653,516	9-Dec-14	US
DYK Automotive, LLC	PRO-1	85/002,226	30-Mar-10	3,892,931	21-Dec-10	US
DYK Automotive, LLC	PRO/GAUGE	77/461,103	29-Apr-08	3,590,301	17-Mar-09	US
DYK Automotive, LLC	SPORT GRIP	85/646,732	8-Jun-12	4,374,729	30-Jul-13	US
DYK Automotive, LLC	STORMSHIELD	85002166	30-Mar-10	3853993	28-Sep-10	US
DYK Automotive, LLC	SUPERIOR AUTOMOTIVE & Design (1) 	78437492	18-Jun-04	3045027	17-Jan-06	US
DYK Automotive, LLC	SUPERSKIN	85/646,814	8-Jun-12	4,279,427	22-Jan-13	US
DYK Automotive, LLC	AG AMGAUGE & Design (1) 	73/151,116	6-Dec-77	1,119,596	5-Jun-79	US
DYK Automotive, LLC	CLIMATE CONTROL	74/056,215	7-May-90	1,636,592	5-Mar-91	US
DYK Automotive, LLC	KELTNER DISTRIBUTION	85/864,373	1-Mar-13	4,517,173	22-Apr-14	US
DYK Automotive, LLC	FADE FREE	77881008	25-Nov-09	3834227	17-Aug-10	US
DYK Automotive, LLC	MASTER	73/418,284	22-Mar-83	1,306,627	27-Nov-84	US
DYK Automotive, LLC	MASTER	76/584,532	30-Mar-04	2,959,241	7-Jun-05	US
DYK Automotive, LLC	STORMSHIELD & Design (1) 	77/935,806	15-Feb-10	3,859,745	12-Oct-10	US
DYK Automotive, LLC	SUPERIOR AUTOMOTIVE & Design (1) 	85/017,912	20-Apr-10	3,886,058	7-Dec-10	US
DYK Automotive, LLC	ATLANTIC PACIFIC AUTOMOTIVE	85/864,390	1-Mar-13	4,653,517	9-Dec-14	US
DYK Automotive, LLC	BUG BLAST WINDSHIELD WASHER	76/397,043	16-Apr-02	2,677,862	21-Jan-03	US
DYK Automotive, LLC	ECO GUARD	86554929	5-Mar-15			US
DYK Automotive, LLC	TRCAIR	86540083	19-Feb-15			US
DYK Automotive, LLC	CHAIN PRO	78/800,795	27-Jan-06	3,183,610	12-Dec-06	US
DYK Automotive, LLC	CHARCOAL CHEF	78/800,791	27-Jan-06	3,183,609	12-Dec-06	US
DYK Automotive, LLC	INCREDIBLE ORANGE	76/457,512	10-Oct-02	2,766,587	23-Sep-03	US

Grant of Trademark Security Interest
to Security Agreement

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RECORDED: 04/01/2016

TRADEMARK
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