

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393604

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| FABCO AUTOMOTIVE CORPORATION  |  | 08/02/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | East West Bank                               |                       |                       |
| <b>Street Address:</b>  | 555 Montgomery Street, 9th Floor             |                       |                       |
| <b>City:</b>  | San Francisco                                |                       |                       |
| <b>State/Country:</b>   | CALIFORNIA                                   |                       |                       |
| <b>Postal Code:</b>   | 94111  |                       |                       |
| <b>Entity Type:</b>   | a California banking corporation: CALIFORNIA |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3937210                                      | FABCO                 |                       |
| <b>Serial Number:</b>   | 86843913                                     | ISDS                  |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  |  |                       |                       |
| <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> |  |                       |                       |
| <b>Email:</b>   | trademark@buchalter.com                      |                       |                       |
| <b>Correspondent Name:</b>  | SIGI HINOJOSA C/O BUCHALTER NEMER            |                       |                       |
| <b>Address Line 1:</b>  | 1000 Wilshire Blvd., Suite 1500              |                       |                       |
| <b>Address Line 4:</b>  | Los Angeles, CALIFORNIA 90017-2457           |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | EO5921-0112                                  |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Sigi Hinojosa                                |                       |                       |
| <b>SIGNATURE:</b>   | /Sigi Hinojosa/                              |                       |                       |
| <b>DATE SIGNED:</b>   | 08/03/2016                                   |                       |                       |
| <b>Total Attachments: 3</b>   |  |                       |                       |
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| source=Grant of a Security Interest -Trademarks#page2.tif   |  |                       |                       |
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CH \$65.00 3937210

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 2, 2016, by FABCO AUTOMOTIVE CORPORATION, a Delaware corporation ("Grantor"), having its chief executive office at 12623 Newburgh Road, Livonia, Michigan 48150, in favor of EAST WEST BANK, a California banking corporation (together with its successors and assigns, "Grantee"), with offices at 555 Montgomery Street, 9<sup>th</sup> Floor, San Francisco, CA 94111.

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated as of August 2, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the 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.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

**FABCO AUTOMOTIVE CORPORATION**

By: 

Name: Gerry Giudici

Title: President and Chief Executive Officer

Grant of a Security Interest -- Trademarks

**TRADEMARK**  
**REEL: 005846 FRAME: 0249**

Schedule A

Trademarks

| Description | Application / Reg. No. | Issue Date        |
|-------------|------------------------|-------------------|
| FABCO       | 3937210                | March 29, 2011    |
| ISDS        | 86/843913              | Pending/Published |