TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410215

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRAM Group IP LLC		12/23/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	3112592	AIRHOG
Registration Number:	3114893	AIRHOG
Registration Number:	3114892	AIRHOG HI-PERFORMANCE AIR FILTER
Registration Number:	3114872	AIRHOG HI-PERFORMANCE AIR FILTER
Registration Number:	4708900	AUTOLITE ANSWERS LIVE TECHNICAL HELP US/
Registration Number:	4789702	AUTOLITE
Registration Number:	4419562	AUTOLITE
Registration Number:	2291540	AUTOLITE
Registration Number:	0637085	AUTOLITE
Registration Number:	3058196	AUTOLITE
Registration Number:	3121690	AUTOLITE
Registration Number:	0110818	AUTO-LITE
Registration Number:	4593688	AUTOLITE
Registration Number:	4731987	AUTOLITE ANSWERS
Registration Number:	2461682	AUTOLITE RACING
Registration Number:	4437456	AUTOLITE REWARDS
Registration Number:	3276837	AUTOLITE XP XTREME PERFORMANCE
Registration Number:	3178137	AUTOLITE XP XTREME PERFORMANCE SPARK PLU
Registration Number:	2149279	COMFORTAIRE

OP $1440.00 3112592

Property Type	Number	Word Mark
Registration Number:	1810013	DEFENSE
Registration Number:	2032246	DOUBLE GUARD
Registration Number:	1701659	EXTRA GUARD
Registration Number:	4442843	F FRAM PRO FILTERS
Registration Number:	4450442	F FRAM PRO PLUS FILTERS
Registration Number:	4442844	F FRAM PRO SYNTHETIC FILTERS
Registration Number:	3314656	FLAREGLO
Registration Number:	3308309	FOR VEHICLES OVER 75000 MILES
Registration Number:	0337799	FRAM
Registration Number:	0641730	FRAM
Registration Number:	0375855	FRAM
Registration Number:	3287046	FRAM
Registration Number:	0837113	F FRAM
Registration Number:	1771339	FRAM F
Registration Number:	3947980	FRAM EXTRA GUARD
Registration Number:	3291846	FRAM FRESH BREEZE
Registration Number:	3415118	FRAM ABSORBS ODORS WITH FRESH BREEZE CAB
Registration Number:	4760762	FRAM HEAVY DUTY
Registration Number:	3130872	FRAM HIGH MILEAGE
Registration Number:	4446920	FRAM PRO
Registration Number:	4591148	FRAM PRO PLUS
Registration Number:	4446921	FRAM PRO SYNTHETIC
Registration Number:	2266831	FRAM RACING
Registration Number:	4363316	FRAM RACING
Registration Number:	4405951	FRAM ULTRA SYNTHETIC
Registration Number:	2872786	IT'S TIME TO CHANGE YOUR PLUGS
Registration Number:	2922501	
Registration Number:	2376935	PAY A LITTLE MORE NOW... OR PAY A LOT L
Registration Number:	3006638	REVOLUTION HT
Registration Number:	1467227	SENTINEL
Registration Number:	3314658	SPACEGLO
Registration Number:	2275820	SUREGRIP
Registration Number:	2445428	TOUGH GUARD
Registration Number:	1443041	WEARGUARD
Registration Number:	0723102	WEAR-GUARD
Registration Number:	3907743	XTENDEDGUARD
Registration Number:	3923333	XTREME SPORT
Registration Number:	3326497	XTREME SPORT

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F167430 Term Loan Agmt
NAME OF SUBMITTER:	Estefania Laureano
SIGNATURE:	/Estefania Laureano/
DATE SIGNED:	12/27/2016

Total Attachments: 6

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TERM LOAN TRADEMARK SECURITY AGREEMENT dated as of December 23, 2016 (this "***Agreement***"), between FRAM Group IP LLC (the "***U.S Grantor***") and Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "***Collateral Agent***").

Reference is made to (a) the Term Loan Collateral Agreement dated as of December 23, 2016 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "***Collateral Agreement***"), among FRAM Group Holdings Inc., a Delaware corporation, Autolite Operations LLC, a Delaware limited liability company and FRAM Group Operations LLC, a Delaware limited liability company (collectively, the "***Borrowers***"), Autoparts Holdings Limited, a New Zealand limited liability company ("***Holdings***"), the other Grantors from time to time party thereto and the Collateral Agent and (b) the Term Loan Credit Agreement dated as of December 23, 2016 (as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrowers, Holdings, the Subsidiary Guarantors (as defined therein), the Lenders and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent. The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the U.S. Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of the U.S. Grantor's right, title and interest in, to and under all of the following assets now owned or at any time hereafter acquired by the U.S. Grantor or in which the U.S. Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"):

a) 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, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar office in any State of the United States or in any other country (except for "intent-to-use" applications for trademark filed

pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and all extensions or renewals thereof, including those listed on Schedule I;

b) all goodwill associated therewith or symbolized thereby; and

c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. The U.S. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. 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 signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. ABL/Term Intercreditor Agreement. Notwithstanding anything herein to the contrary, (a) the Liens and Security Interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement or any other Security Document, are expressly subject to the limitations and provisions of the ABL/Term Intercreditor Agreement entered into as of December 23, 2016 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time the "***ABL/Term Intercreditor Agreement***"), by and among the Borrowers, Holdings, the Subsidiary Guarantors party thereto, the Collateral Agent and Credit Suisse AG, Cayman Islands Branch, as collateral agent for the ABL Secured Parties (as defined therein), and (b) the exercise of any right or remedy by the Collateral Agent hereunder or under any other Security Document is subject to the limitations and provisions of the ABL/Term Lien Intercreditor Agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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TRADEMARK
REEL: 005952 FRAME: 0118

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

FRAM GROUP IP LLC,
as U.S. Grantor

By

Name: Joseph E. Doyle
Title: Vice President

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: Robert Hetu
Title: Authorized Signatory

by

Name: Nicholas Goss
Title: Authorized Signatory

Schedule I

Trademarks and Trademark Applications

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
AIRHOG	3112592	7/4/2006
AIRHOG	3114893	7/11/2006
AIRHOG HI-PERFORMANCE FILTER and design	3114892	7/11/2006
AIRHOG HI-PERFORMANCE FILTER and design	3114872	7/11/2006
AUTO LITE ANSWERS LIVE TECHNICAL HELP & DESIGN	4708900	03/24/2015
AUTOLITE	4789702	08/11/2015
AUTOLITE	4419562	10/15/2013
AUTOLITE	2291540	11/9/1999
AUTOLITE	637085	11/13/1956
AUTOLITE	3058196	2/7/2006
AUTOLITE	3121690	7/25/2006
AUTO-LITE (stylized)	110818	12/1/1930
AUTOLITE and Design	4593688	08/26/2014
AUTOLITE ANSWERS	4731987	05/05/2015
AUTOLITE RACING	2461682	6/19/2001
AUTOLITE REWARDS	4437456	11/19/2013
AUTOLITE XP XTREME PERFORMANCE and design	3276837	8/7/2007
AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS and design	3178137	11/28/2006
COMFORTAIRE	2149279	4/7/1998
DEFENSE	1810013	12/7/1993
DOUBLE GUARD	2032246	1/21/1997
EXTRA GUARD	1701659	7/21/1992
F FRAM Pro FILTERS & Design	4442843	12/03/2013
F FRAM Pro Plus Filters & Design	4450442	12/17/2013
F FRAM Pro Synthetic filters & Design	4442844	12/03/2013
FLAREGLO	3314656	10/16/2007
FOR VEHICLES OVER 75000 MILES and design	3308309	10/9/2007
FRAM	337799	8/18/1936
FRAM	641730	2/19/1997
FRAM	375855	3/5/1940
FRAM	3287046	8/28/2007
FRAM and F design	837113	10/17/1967
FRAM and F design	1771339	5/18/1993
FRAM EXTRA GUARD	3947980	4/19/2011
FRAM FRESH BREEZE	3291846	9/11/2007
FRAM FRESH BREEZE and design (color)	3415118	4/22/2008
FRAM HEAVY DUTY (word mark)	4760762	06/23/2015
FRAM HIGH MILEAGE	3130872	8/15/2006
FRAM PRO	4446920	12/10/2013
FRAM PRO PLUS	4591148	08/26/2014
FRAM PRO SYNTHETIC	4446921	12/10/2013

Mark	Reg. No.	Reg. Date
FRAM RACING	2266831	8/3/1999
FRAM RACING & DESIGN	4363316	07/09/2013
FRAM ULTRA SYNTHETIC	4405951	09/24/2013
IT'S TIME TO CHANGE YOUR PLUGS	2872786	8/10/2004
Miscellaneous design (orange)	2922501	2/1/2005
PAY A LITTLE MORE NOW...OR PAY A LOT LATER	2376935	8/15/2000
REVOLUTION HT	3006638	10/11/2005
SENTINEL	1467227	12/2/1987
SPACEGLO	3314658	10/16/2007
SUREGRIP	2275820	09/07/1999
TOUGH GUARD	2445428	4/24/2001
WEARGUARD	1443041	6/16/1987
WEAR-GUARD (Stylized)	723102	10/24/1961
XTENDED GUARD	3907743	1/18/2011
XTREME SPORT	3923333	02/22/2011
XTREME SPORT	3326497	10/30/2007