

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AP Emissions Technologies, LLC		05/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as the Purchaser Representative		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	1269748	MSL	
Registration Number:	1528145	ANSA	
Registration Number:	1151635	ANSA MARMITTE	
Registration Number:	4315162	ANSA	
Registration Number:	4315163	ANSA SPORT	
Registration Number:	4494393	MARMITTE ANSA	
Registration Number:	4430351	OUR PRODUCT LINE IS EXHAUSTIVE	
Registration Number:	3159602	AP	
Registration Number:	3167215	MERIT	
Registration Number:	3175898	AP	
Registration Number:	3944422	CLEAN BY DESIGN	
Registration Number:	3545676	ENFORCER	
Registration Number:	2502113	THE SOUND OF ACCELERATION	
Registration Number:	2493182	XLERATOR PERFORMANCE EXHAUST	
Registration Number:	1649420	SILENTONE PLUS	
Registration Number:	1567021	XLERATOR	
Registration Number:	1516307	MSL BIG MAX	
Registration Number:	1317984	SILENTONE	
Registration Number:	1604348	MODULARAK	
TRADEMARK			

OP \$1315.00 1269748

Property Type	Number	Word Mark
Registration Number:	1316608	MERIT
Registration Number:	2037427	MAX-FIT
Registration Number:	2426737	CHALLENGE
Registration Number:	2426735	CHALLENGE PREMIUM MUFFLER LINE
Registration Number:	2426736	BIG MAX
Registration Number:	2846018	TRUCKEX
Registration Number:	3429096	MSL MAXIMUM
Registration Number:	4359819	ELIMINATOR
Registration Number:	3537022	IMCO EXHAUST
Registration Number:	3530774	DISTURBING THE PEACE SINCE 1968
Registration Number:	3530773	DISTURBING THE PEACE SINCE 1968
Registration Number:	3430886	CHERRY BOMB VORTEX
Registration Number:	3422700	CHERRY BOMB TURBO
Registration Number:	3422699	CHERRY BOMB PRO
Registration Number:	3418126	CHERRY BOMB GLASSPACK
Registration Number:	3422698	CHERRY BOMB EXTREME
Registration Number:	3418125	CHERRY BOMB ELITE
Registration Number:	3422631	CHERRY BOMB CHERRY BOMB
Registration Number:	2281009	IMCO
Registration Number:	2282253	IMPORT PROFESSIONAL SERIES
Registration Number:	2087250	MVP
Registration Number:	1713448	MAREMONT
Registration Number:	1462723	SUPREME
Registration Number:	1450641	PROFESSIONAL PLUS
Registration Number:	1319247	SILVER KNIGHT
Registration Number:	1120455	SUPER "C"
Registration Number:	1076885	CREW CHIEF
Registration Number:	545453	MAREMONT
Registration Number:	996352	CHERRY BOMB
Registration Number:	888622	CHERRY BOMB
Registration Number:	4654223	IPC
Registration Number:	5087817	AP EMISSIONS TECHNOLOGIES
Serial Number:	76711324	SILVERLINE

CORRESPONDENCE DATA

Fax Number: 2132897727

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: 213 426 2623

Email: meason@goodwinlaw.com
Correspondent Name: GOODWIN PROCTER LLP/Michele Eason
Address Line 1: 601 S. Figueroa St.
Address Line 2: 41st floor
Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER: Michele A. Eason

SIGNATURE: /s/ Michele A. Eason

DATE SIGNED: 05/11/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of May 10, 2017, is made by the Grantors (as identified below), in favor of Cantor Fitzgerald Securities, as the Purchaser Representative for the Secured Parties (in such capacity, together with its successors and assigns, the “**Purchaser Representative**”).

WHEREAS, AP Emissions Technologies, LLC, a Delaware limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of May 10, 2017 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Purchaser Representative, pursuant to which the Grantor granted a security interest to the Purchaser Representative in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and 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 the Purchaser Representative pursuant to the Security Agreement, Grantor hereby grants to the Purchaser Representative a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by the Grantor, and all goodwill of Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchaser Representative with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

The Intercreditor Agreements govern the relative rights and priorities of the Term Secured Parties (as defined in the ABL Intercreditor Agreement), the ABL Secured Parties (as defined in the ABL Intercreditor Agreement) and the Secured Parties (as defined in the ABL Credit Agreement) in respect of the Term Priority Collateral and the ABL Priority Collateral and with respect to certain other matters as described therein. Notwithstanding anything herein to the contrary, (i) the Liens granted to the Purchaser Representative under this Agreement and the exercise of the rights and remedies of the Purchaser Representative hereunder and under any other Note Document are subject to the provisions of the Intercreditor Agreements and (ii) the Purchaser Representative acknowledges and agrees that no Grantor shall be required to take or refrain from taking any action at the request of the Purchaser Representative

with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreements.

Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor, all without delivery of any instrument or performance of any act by any Person.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Signature pages to follow.]

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

AP EMISSIONS TECHNOLOGIES, LLC

By: 

Name: Ronald Klump


Title: Secretary

SIGNATURE PAGE TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006055 FRAME: 0395

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,
as the Purchaser Representative

By: 
Name: James Bond
Title: Managing Director



SIGNATURE PAGE TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT (AP EXHAUST & CWD)

TRADEMARK
REEL: 006055 FRAME: 0396

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Registration / Appl. Number	Registration / Appl. Date
AP Emissions Technologies, LLC	MSL	1,269,748	3/13/1984
AP Emissions Technologies, LLC	ANSA	1,528,145	3/7/1989
AP Emissions Technologies, LLC	ANSA MARMITTE and Design	1,151,635	4/21/1981
AP Emissions Technologies, LLC	ANSA	4,315,162	4/9/2013
AP Emissions Technologies, LLC	ANSA SPORT	4,315,163	4/9/2013
AP Emissions Technologies, LLC	MARMITTE ANSA and Design	4,494,393	3/11/2014
AP Emissions Technologies, LLC	OUR PRODUCT LINE IS EXHAUSTIVE	4,430,351	11/12/2013
AP Emissions Technologies, LLC	AP	3,159,602	10/17/2006
AP Emissions Technologies, LLC	MERIT	3,167,215	11/7/2006
AP Emissions Technologies, LLC	AP (stylized)	3,175,898	11/28/2006
AP Emissions Technologies, LLC	CLEAN BY DESIGN	3,944,422	4/12/2011
AP Emissions Technologies, LLC	ENFORCER	3,545,676	12/16/2008
AP Emissions Technologies, LLC	THE SOUND OF ACCELERATION	2,502,113	10/30/2001
AP Emissions Technologies, LLC		2,493,182	9/25/2001
AP Emissions Technologies, LLC	SILENTONE PLUS	1,649,420	7/2/1991
AP Emissions Technologies, LLC	XLERATOR*	1,567,021	11/21/1989
AP Emissions Technologies, LLC	MSL BIG MAX*	1,516,307	12/13/1988
AP Emissions Technologies, LLC	SILENTONE	1,317,984	2/5/1985

Registered Owner	Trademark Description	Registration / Appl. Number	Registration / Appl. Date
AP Emissions Technologies, LLC	MODULARAK & DESIGN*	1,604,348	7/3/1990
AP Emissions Technologies, LLC	MERIT*	1,316,608	1/29/1985
AP Emissions Technologies, LLC	MAX-FIT	2,037,427	2/11/1997
AP Emissions Technologies, LLC	CHALLENGE	2,426,737	2/6/2001
AP Emissions Technologies, LLC	CHALLENGE PREMIUM MUFFLER LINE	2,426,735	2/6/2001
AP Emissions Technologies, LLC	BIG MAX	2,426,736	2/6/2001
AP Emissions Technologies, LLC	TRUCKEX	2,846,018	5/25/2004
AP Emissions Technologies, LLC	MSL MAXIMUM	3,429,096	5/20/2008
AP Emissions Technologies, LLC	ELIMINATOR	4,359,819	7/2/2013
AP Emissions Technologies, LLC	IMCO EXHAUST and Design	3,537,022	11/25/2008
AP Emissions Technologies, LLC	DISTURBING THE PEACE SINCE 1968 and Design	3,530,774	11/11/2008
AP Emissions Technologies, LLC	DISTURBING THE PEACE SINCE 1968	3,530,773	11/11/2008
AP Emissions Technologies, LLC	CHERRY BOMB VORTEX	3,430,886	5/20/2008
AP Emissions Technologies, LLC	CHERRY BOMB TURBO	3,422,700	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB PRO	3,422,699	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB GLASSPACK	3,418,126	4/29/2008
AP Emissions Technologies, LLC	CHERRY BOMB EXTREME	3,422,698	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB ELITE	3,418,125	4/29/2008
AP Emissions Technologies, LLC	CHERRY BOMB and Design	3,422,631	5/6/2008
AP Emissions Technologies, LLC	IMCO	2,281,009	9/28/1999
AP Emissions Technologies, LLC	IMPORT PROFESSIONAL SERIES	2,282,253	9/28/1999

Registered Owner	Trademark Description	Registration / Appl. Number	Registration / Appl. Date
AP Emissions Technologies, LLC	MVP	2,087,250	8/12/1997
AP Emissions Technologies, LLC	MAREMONT and Design	1,713,448	9/8/1992
AP Emissions Technologies, LLC	SUPREME	1,462,723	10/27/1987
AP Emissions Technologies, LLC	PROFESSIONAL PLUS	1,450,641	8/4/1987
AP Emissions Technologies, LLC	SILVER KNIGHT	1,319,247	2/12/1985
AP Emissions Technologies, LLC	SUPER "C"	1,120,455	6/19/1979
AP Emissions Technologies, LLC	CREW CHIEF	1,076,885	11/8/1977
AP Emissions Technologies, LLC	MAREMONT	545,453	7/24/1951
AP Emissions Technologies, LLC	CHERRY BOMB and Design	996,352	10/22/1974
AP Emissions Technologies, LLC	CHERRY BOMB	888,622	3/31/1970
AP Emissions Technologies, LLC	IPC	4,654,223	12/9/2014
AP Emissions Technologies, LLC	AP EMISSIONS TECHNOLOGIES	5,087,817	11/22/2016

Pending Trademark Applications:

Owner	Trademark	Appl. No.	Appl. Date
AP Emissions Technologies, LLC	SILVERLINE	76/711,324	4/23/2012