

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM427300

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Qualis Automotive, L.L.C.		05/10/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as the Purchaser Representative		
<b>Street Address:</b>	110 East 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4418507	QUALIS	
<b>Registration Number:</b>	4546158	QUALIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897727		
<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>Phone:</b>	213 426 2623		
<b>Email:</b>	meason@goodwinlaw.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/Michele Eason		
<b>Address Line 1:</b>	601 S. Figueroa St.		
<b>Address Line 2:</b>	41st floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>NAME OF SUBMITTER:</b>	Michele A. Eason		
<b>SIGNATURE:</b>	/s/ Michele A. Eason		
<b>DATE SIGNED:</b>	05/11/2017		
<b>Total Attachments: 5</b>			
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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**, QUALIS AUTOMOTIVE, L.L.C., 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.

**QUALIS AUTOMOTIVE, L.L.C.**

By: 

Name: Ronald Klump

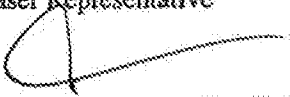
Title: Secretary

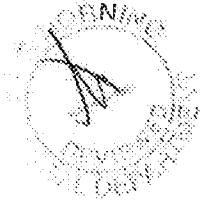
SIGNATURE PAGE TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006057 FRAME: 0450**

Accepted and Agreed:

**CANTOR FITZGERALD SECURITIES,**  
as the Purchaser Representative

By:   
Name: James Boyd  
Title: Chief Operating Officer





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

TRADEMARK  
REEL: 006057 FRAME: 0451

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**US Trademarks:**

<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration / Appl. Number</b>	<b>Registration / Appl. Date</b>
Qualis Automotive, L.L.C.	 The word "QUALIS" in a bold, serif, all-caps font.	4,418,507	10/15/13
Qualis Automotive, L.L.C.	 The word "QUALIS" in a bold, italicized, sans-serif, all-caps font, with five small stars above the letters "A", "L", and "I".	4,546,158	6/10/14