

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436286

<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>
East West Bank		06/30/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC, as Administrative Agent		
<b>Street Address:</b>	311 South Wacker Drive		
<b>Internal Address:</b>	64th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3937210	FABCO	
<b>Registration Number:</b>	5182637	ISDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		
<b>Address Line 1:</b>	1750 Tysons Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Joyce Miller		
<b>SIGNATURE:</b>	/Joyce Miller/		
<b>DATE SIGNED:</b>	07/24/2017		
<b>Total Attachments: 4</b>			
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## **TRADEMARK SECURITY AGREEMENT ASSIGNMENT**

Dated: June 30, 2017

WHEREAS, Fabco Automotive Corporation (“Grantor”) owns all rights, title and interest to the trademarks listed on Schedule A (“Trademarks”) attached hereto;

WHEREAS, pursuant to that Grant of a Security Interest – Trademarks dated as of August 2, 2016 (“Trademark Security Agreement”), between Grantor and East West Bank, a California banking corporation (“Assignor”), Grantor has granted Assignor a security interest, with power of sale to the extent permitted by applicable law, in the Trademarks; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of June 30, 2017, by and among Assignor, the parties named therein as Assignees and Monroe Capital Management Advisors, LLC, a Delaware limited liability company as administrative agent for the Assignees (“Agent Assignee”), the Assignor has agreed to assign and transfer to Agent Assignee all rights, interest and privileges to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Agent Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Agent Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment not been made.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement Assignment to be executed and delivered as of the date first above written.

**EAST WEST BANK**

By: Kevin R. Kelly

Name: Kevin Kelly

Title: Senior Vice President

**MONROE CAPITAL MANAGEMENT ADVISORS, LLC,**  
as Agent Assignee

By:   
Name: Nathan Harrell  
Title: Director

**Schedule A**

<u>TRADEMARKS IN THE NAME OF FABCO AUTOMOTIVE CORPORATION</u>		
<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>
FABCO	3937210	March 29, 2011
ISDS	5182637	April 11, 2017