

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FABCO AUTOMOTIVE CORPORATION		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	311 South Wacker Drive		
Internal Address:	64th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3937210	FABCO	
Registration Number:	5182637	ISDS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	07/26/2017		
Total Attachments: 5			
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AMENDED AND RESTATED GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Amended and Restated Grant of a Security Interest - Trademarks (this "Trademark Security Agreement") is made as of June 30, 2017, by FABCO AUTOMOTIVE CORPORATION, a Delaware corporation ("Grantor"), having its chief executive office at 12623 Newburgh Road, Livonia, Michigan 48150, in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee"), with offices at 311 South Wacker Drive, Suite 6400, Chicago, Illinois 60606.

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, Grantor has entered into a Second Amended and Restated Pledge and Security Agreement, dated as of June 30, 2017, (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, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the 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, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, 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.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the 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.

This Trademark Security Agreement is an amendment and restatement of that certain Grant of a Security Interest – Trademarks dated as of August 2, 2016 (as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “Existing Trademark Security Agreement”), by and among the Grantor and East West Bank, a California banking corporation which was assigned to Grantee by East West Bank pursuant to that certain Trademark Security Agreement Assignment dated June 30, 2017. This Trademark Security Agreement supersedes the Existing Trademark Security Agreement and all other prior understandings, writings, proposals, representations and communications, oral or written, of any party relating to the subject matter hereof.

IN WITNESS WHEREOF, each of Grantor and Grantee 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 Geubler
Title: C.E.O.

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as administrative agent

By: 
Name: Nathan Harrell
Title: Director

Schedule A

Trademarks

Description	Application / Reg. No.	Issue Date
FABCO	3937210	March 29, 2011
ISDS	5182637	April 11, 2017