

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM460904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carter Fuel Systems		02/02/2018	Corporation: DELAWARE
Strongarm, LLC		02/02/2018	Limited Liability Company: OHIO
Trico Products Corporation		02/02/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 66			
Property Type	Number	Word Mark	
Registration Number:	1307664	CARTER	
Registration Number:	3649551	STRONGARM	
Registration Number:	3649549	STRONGARM	
Registration Number:	3455341	MIGHTY LIFT!	
Registration Number:	5335225	MIGHTY LIFT!	
Registration Number:	5367669	AVM	
Registration Number:	2299346	ALLWEATHER	
Registration Number:	2575252	EXACT FIT	
Registration Number:	4202550	TRICO INSITES	
Registration Number:	4273359	TRICO ICE	
Registration Number:	4664872	TRICO INSTINCT	
Registration Number:	4401380	XTRACLEAR	
Registration Number:	4470690	TRICO ONYX	
Registration Number:	4585882	TRICO SENTRY	
Registration Number:	4983639	TRICO VIRTUAL WIPER SPECIALIST	
Registration Number:	2560433	GLOBAL I	
TRADEMARK			

OP \$1665.00 1307664

Property Type	Number	Word Mark
Registration Number:	3083676	INNOVISION
Registration Number:	3294538	NEOFORM
Registration Number:	1830279	NU-VISION
Registration Number:	1877162	OPTIMIZER
Registration Number:	1846190	RAINGUARD
Registration Number:	2438477	ROBERK
Registration Number:	3782567	SWIFT
Registration Number:	3266549	THE FOREMOST IN WIPER TECHNOLOGY
Registration Number:	2292526	TRICO
Registration Number:	1200365	TRICO
Registration Number:	507812	TRICO
Registration Number:	167037	TRICO
Registration Number:	3779335	TRICO FLEX
Registration Number:	2179565	TRICO VISIONALL
Registration Number:	4176978	HIGHGLIDE
Registration Number:	2630493	TRICO WIPER SYSTEMS: INNOVATIONS SEEN CL
Registration Number:	2980567	TSN
Registration Number:	3698542	VISIONALL
Registration Number:	3011377	WIPER BLADES THAT JUST CLICK ON EASY
Registration Number:	2217868	
Registration Number:	2750687	WORLD CLASS
Registration Number:	3963165	DUAL-SHIELD
Registration Number:	3963168	ENGINEERED BY TRICO
Registration Number:	3986390	MEMORY CURVE STEEL
Registration Number:	3999585	TRICO
Registration Number:	3959966	TRICO CHILL
Registration Number:	4199254	TRICO FACTORY REPLACEMENT CENTER
Registration Number:	4053667	FOR THE BEST VIEW ALL AROUND YOU
Registration Number:	4094644	TRICO FORCE
Registration Number:	4013718	TRICO SEEING YOU THROUGH
Registration Number:	4007438	TRICO SENSE
Registration Number:	3877920	TRICO TECH
Registration Number:	3939063	TRICO VIEW
Registration Number:	4455407	TRICO VIEW
Registration Number:	4140278	VORTEC
Registration Number:	3989595	SHIELD
Registration Number:	2354612	ALL SEASON PLUS
Registration Number:	1935187	METALIST TRIDON

Property Type	Number	Word Mark
Registration Number:	1968886	METALIST
Registration Number:	1923542	RAIN PRO
Registration Number:	2024029	THIN REPLACEMENT REFILL TRIDON
Registration Number:	2022109	TRIDON
Registration Number:	5083420	SELL UP, SURF'S UP
Registration Number:	4880932	SEEING YOU THROUGH
Serial Number:	87014604	TRICO RAIN PRO
Serial Number:	87178893	TRICO
Serial Number:	87294978	TRICO WINTEREDGE
Serial Number:	87442066	TRICO ULTRA
Serial Number:	87621196	TRICOPRO
Serial Number:	87672908	TRICO SHIELD

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F175314 TM 1L
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	02/05/2018

Total Attachments: 9

source=Trademark Agreement 1L#page2.tif

source=Trademark Agreement 1L#page3.tif

source=Trademark Agreement 1L#page4.tif

source=Trademark Agreement 1L#page5.tif

source=Trademark Agreement 1L#page6.tif

source=Trademark Agreement 1L#page7.tif

source=Trademark Agreement 1L#page8.tif

source=Trademark Agreement 1L#page9.tif

source=Trademark Agreement 1L#page10.tif

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of February 2, 2018, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of GOLDMAN SACHS BANK USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TRICO GROUP HOLDINGS, LLC, a Delaware limited liability company, and TRICO GROUP, LLC, a Delaware limited liability company, have entered into that certain First Lien Term Loan Agreement dated as of February 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with GOLDMAN SACHS BANK USA, as Administrative Agent and Collateral Agent, and each other Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of February 2, 2018 made by the Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1.01. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (a) all Patents (as defined in the Security Agreement) including, without limitation, each Patent set forth in Schedule A hereto;
- (b) all Patent Licenses (as defined in the Security Agreement);
- (c) all Trademarks (as defined in the Security Agreement) including, without limitation, each Trademark set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law);
- (d) all Trademark Licenses (as defined in the Security Agreement);

(e) all Copyrights (as defined in the Security Agreement), including, without limitation, the Copyrights listed in Schedule C hereto;

(f) all Copyright Licenses (as defined in the Security Agreement);
and

(g) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

Section 1.02. Excluded Assets. Notwithstanding anything herein alluding to the contrary, none of the Excluded Assets shall constitute Collateral.

Section 1.03. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations of such Grantor under the Guaranty.

Section 1.04. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other government officer, as applicable, record this IP Security Agreement.

Section 1.05. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 1.06. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 1.07. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 1.08. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement in any Collateral and the exercise of any right or remedy by the Collateral Agent, with respect to any Collateral hereunder, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CARTER FUEL SYSTEMS
STRONGARM, LLC
TRICO PRODUCTS CORPORATION

By 

Name: Stephen Graham

Title: Chief Financial Officer, Treasurer and Secretary


Address for Notices:

c/o Trico Group, LLC
127 Public Square, 5110
Cleveland, OH 44114
Attn: Patrick James

[Signature Page to First Lien IP Security Agreement]

TRADEMARK
REEL: 006266 FRAME: 0240

GOLDMAN SACHS BANK USA, as Collateral Agent

By 
Authorized Signatory
C.D. JOHNSTON

Address for Notices:

200 West Street
New York, New York 10282-2198
Attention: SBD Operations
Email: gs-dallas-adminagency@ny.email.gs.com and
gs-sbdagency-borrowernotices@ny.email.gs.com
Telephone: (972) 368-2323
Facsimile: (212) 428-9270


[Signature Page to First Lien IP Security Agreement]

TRADEMARK
REEL: 006266 FRAME: 0241

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

Obligor	Name of Trademark	Registration Number	Registration Date
CARTER FUEL SYSTEMS, LLC	CARTER	1307664	12/4/84
Strongarm, LLC (registered in the name of AVM Industries, LLC)	STRONGARM 	3649551	7/7/09
Strongarm, LLC (registered in the name of AVM Industries, LLC)	STRONGARM	3649549	7/7/09
Strongarm, LLC (registered in the name of AVM Industries, LLC)	MIGHTY LIFT!	3455341	6/24/2008
Strongarm, LLC (registered in the name of AVM Industries, LLC)	MIGHTY LIFT!	5335225	11/14/2017
AVM Industries, LLC	AVM	5367669	1/2/2018
Trico Products Corporation	ALL WEATHER (stylized letters)	2299346	12/14/99
Trico Products Corporation	EXACT FIT	2575252	6/4/02
Trico Products Corporation	TRICO INSITES	4202550	9/4/12
Trico Products Corporation	TRICO ICE	4273359	1/8/13
Trico Products Corporation	TRICO INSTINCT	4664872	12/30/2014

Obligor	Name of Trademark	Registration Number	Registration Date
Trico Products Corporation	XTRACLEAR	4401380	9/10/13
Trico Products Corporation	TRICO ONYX	4470690	1/21/14
Trico Products Corporation	TRICO SENTRY	4585882	8/12/2014
Trico Products Corporation	TRICO VIRTUAL WIPER SPECIALIST	4983639	6/21/2016
Trico Products Corporation	GLOBAL I (word mark)	2,560,433	4/9/02
Trico Products Corporation	INNOVISION	3083676	4/18/06
Trico Products Corporation	NEOFORM	3294538	9/18/07
Trico Products Corporation	NU-VISION (word mark)	1830279	4/12/94
Trico Products Corporation	OPTIMIZER	1877162	1/31/95
Trico Products Corporation	RAINGUARD (word mark)	1846190	7/19/94
Trico Products Corporation	ROBERK (word mark)	2438477	3/27/01
Trico Products Corporation	SWIFT	3782567	4/27/10
Trico Products Corporation	THE FOREMOST IN WIPER TECHNOLOGY	3266549 Supplemental Register	7/17/07
Trico Products Corporation	TRICO (word mark)	2292526	11/16/99
Trico Products Corporation	TRICO (and pyramid design, without border)	1,200,365	7/6/82
Trico Products Corporation	TRICO (and windshield design with little car)	507812	3/22/49

Obligor	Name of Trademark	Registration Number	Registration Date
Trico Products Corporation	TRICO (stylized letters)	167037	4/24/23
Trico Products Corporation	TRICO FLEX	3779335	4/20/10
Trico Products Corporation	TRICO VISIONALL (word mark)	2179565	8/4/98
Trico Products Corporation	HIGHGLIDE	4176978	7/17/12
Trico Products Corporation	TRICO WIPER SYSTEMS: INNOVATIONS SEEN CLEAR ACROSS THE GLOBE	2630493	10/8/02
Trico Products Corporation	TSN Logo	2980567	8/2/05
Trico Products Corporation	VISIONALL	3698542	10/20/09
Trico Products Corporation	WIPER BLADES THAT JUST CLICK ON EASY	3011377	11/1/05
Trico Products Corporation	Wiper World Design	2217868	1/12/99
Trico Products Corporation	WORLD CLASS (word mark)	2750687	8/12/03
Trico Products Corporation	DUAL-SHIELD	3963165	5/17/11
Trico Products Corporation	ENGINEERED BY TRICO	3963168	5/17/11
Trico Products Corporation	MEMORY CURVE STEEL	3986390	6/28/11
Trico Products Corporation	TRICO (new logo)	3999585	7/19/11
Trico Products Corporation	TRICO CHILL	3959966	5/10/11

Obligor	Name of Trademark	Registration Number	Registration Date
Trico Products Corporation	TRICO FACTORY REPLACEMENT CENTER	4199254	8/28/12
Trico Products Corporation	FOR THE BEST VIEW ALL AROUND YOU	4053667	11/8/11
Trico Products Corporation	TRICO FORCE	4094644	1/31/12
Trico Products Corporation	TRICO SEEING YOU THROUGH	4013718	8/16/11
Trico Products Corporation	TRICO SENSE	4007438	8/2/11
Trico Products Corporation	TRICO TECH	3877920	11/16/10
Trico Products Corporation	TRICO VIEW	3939063	3/29/11
Trico Products Corporation	TRICO VIEW	4455407	12/24/13
Trico Products Corporation	VORTEC	4140278	5/8/12
Trico Products Corporation	SHIELD	3989595	7/5/11
Trico Products Corporation	ALL SEASON PLUS	2354612	6/6/00
Trico Products Corporation	METALIST TRIDON (stylized words/Tridon in small print)	1935187	11/14/95
Trico Products Corporation	METALIST	1968886	4/16/96
Trico Products Corporation	RAINPRO & Design	1923542	10/3/95
Trico Products Corporation	THIN REPLACEMENT REFILL TRIDON (and design)	2024029	12/17/96

Obligor	Name of Trademark	Registration Number	Registration Date
Trico Products Corporation	TRIDON	2022109	12/10/96
Trico Products Corporation	SELL UP, SURF'S UP	5083420	11/15/2016
Trico Products Corporation	SEEING YOU THROUGH	4880932	1/5/2016

United States Trademark Applications

Obligor	Name of Trademark	Application Number	Filing Date
Trico Products Corporation	TRICO RAIN PRO	87014604	4/26/2016
Trico Products Corporation	TRICO	87178893	10/21/2016
Trico Products Corporation	TRICO WINTEREDGE	87294978	1/10/17
Trico Products Corporation	TRICO ULTRA	87442066	5/9/2017
Trico Products Corporation	TRICOPRO	87621196	9/25/2017
Trico Products Corporation	TRICO SHIELD	87672908	11/6/2017