

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South / Win, LLC		04/26/2018	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87232256	BOOSTER	
Registration Number:	2813166	PURPLE PASSION	
Registration Number:	2677869	SLUG-A-BUG	
Registration Number:	2823847	WINTER WARRIOR	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049018-0063		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/03/2018		
Total Attachments: 12			
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GRANT OF TRADEMARK SECURITY INTEREST

April 26, 2018

WHEREAS, the Grantors signatory hereto (each, a **“Grantor”** and collectively, the **“Grantors”**), own and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Highline Aftermarket Acquisition, LLC, a Delaware limited liability company (**“Company”**) has entered into a Credit Agreement, dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Credit Agreement”**) with the lenders listed therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the **“Lenders”**), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, **“Secured Party”**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **“Lender Swap Agreements”**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **“Swap Counterparties”**); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Guaranty”**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Security Agreement”**), among Company, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, 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 each Grantor to Secured Party pursuant to the

Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

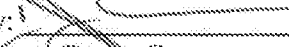
Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Grant of Patent Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

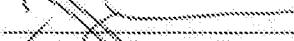
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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officers thereunto duly authorized as of the date first set forth above.

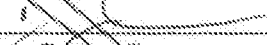
AAHC ACQUISITION, LLC,
as Grantor

By: 
Name: Darcy Curran
Title: Authorized Person

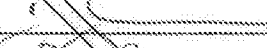
DYK AUTOMOTIVE, LLC

By: 
Name: Darcy Curran
Title: Chief Executive Officer

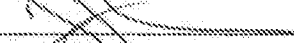
FTL ACQUISITION, LLC

By: 
Name: Darcy Curran
Title: Authorized Person

PAW ACQUISITION, LLC

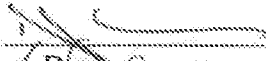
By: 
Name: Darcy Curran
Title: Authorized Person

SOUTH / WIN, LLC

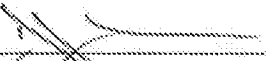
By: 
Name: Darcy Curran
Title: Chief Executive Officer

[Signature Page to Grant of Trademark Security Interest]

IE ACQUISITION, LLC


By: 
Name: ~~Darcy~~ Curran
Title: Authorized Person

SERVICE CHAMP, INC.

By: 
Name: ~~Darcy~~ Curran
Title: ~~Chief~~ Executive Officer

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

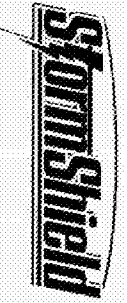

F&B NO.	Country	Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
US	US	Prime Guard	Registered	85636006	May 25, 2012	4479662	February 11, 2014	PAW Acquisition, LLC
US	US	Prime Grip	Registered	77856154	October 23, 2009	3809979	June 29, 2010	AAHC Acquisition, LLC
US	US	PrimeVision	Registered	77551784	August 20, 2008	3598084	March 31, 2009	AAHC Acquisition, LLC
US	US	FTLS	Registered	85618630	May 7, 2012	4271365	January 8, 2013	AAHC Acquisition, LLC
US	US	FloRite Premium Filters	Registered	77560374	September 2, 2008	3611688	April 28, 2009	FTL Acquisition, LLC
US	US	TVI* 	Registered	74550341	July 18, 1994	1963770	March 26, 1996	AAHC Acquisition, LLC

F&B NO.	Country	Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
68038.3.10	US	MENDTITE	Registered	76/391,806	3-Apr-02	2,663,162	17-Dec-02	DYK Automotive, LLC
68038.3.11	US	POLYGUARD	Registered	73/188,987	12-Oct-78	1,134,381	6-May-80	DYK Automotive, LLC
68038.3.12	US	POLYGUARD	Registered	78/800,789	27-Jan-06	3,488,666	19-Aug-08	DYK Automotive, LLC
68038.3.13	US	POWER BLAST	Registered	75/715,885	27-May-99	2,428,921	13-Feb-01	DYK Automotive, LLC
68038.3.14	US	ZECOL	Registered	77379973	24-Jan-08	3702418	27-Oct-09	DYK Automotive, LLC
68038.3.15	US	ZECOL-MAX	Registered	75/625,195	22-Jan-99	2,443,233	10-Apr-01	DYK Automotive, LLC
68038.3.16	US	AG AMGAUGE	Registered	85/003,031	31-Mar-10	3,882,797	30-Nov-10	DYK Automotive, LLC
68038.3.17	US	AP AUTO	Registered	85002961	31-Mar-10	3857063	5-Oct-10	DYK Automotive, LLC
68038.3.18	US	ARMOR	Registered	85/002,079	30-Mar-10	3,936,938	29-Mar-11	DYK Automotive, LLC

F&B NO.	Country	Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
68038.3.19	US	AUTOTECH & Design (1) Autotech	Registered	77/936, 862	16-Feb-10	3,979, 033	14-Jun-11	DYK Automotive, LLC
68038.3.2	US	ROBERT ELGART AUTOMOTIVE	Registered	858643 28	1-Mar-13	47862 69	4-Aug-15	DYK Automotive, LLC
68038.3.20	US	BLACK DIAMOND	Registered	85/571, 721	16-Mar-12	4,351, 242	11-Jun-13	DYK Automotive, LLC
68038.3.21	US	CERTIFIED & Design (2) CERTIFIED	Registered	74/222, 280	18-Nov-91	1,740, 557	15-Dec-92	DYK Automotive, LLC
68038.3.22	US	CERTIFIED & Design (1) CERTIFIED	Registered	85/841, 275	5-Feb-13	4,527, 870	13-May-14	DYK Automotive, LLC
68038.3.23	US	COMET LITEZ	Registered	85/654, 684	18-Jun-12	4,518, 408	22-Apr-14	DYK Automotive, LLC
68038.3.24	US	CONTINENTAL LUBE SUPPLY & Design (1) Continental LUBE SUPPLY	Registered	85/247, 505	21-Feb-11	4,449, 657	17-Dec-13	DYK Automotive, LLC

F&B NO.	Country	Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
68038.3.25	US	CONTINENTAL LUBE SUPPLY	Registered	85/247, 519	21-Feb-11	4,117, 240	27-Mar-12	DYK Automotive, LLC
68038.3.27	US	MASTER	Registered	77/936, 734	16-Feb-10	3,853, 111	28-Sep-10	DYK Automotive, LLC
68038.3.28	US	MASTER	Registered	85/003, 076	31-Mar-10	3,882, 799	30-Nov-10	DYK Automotive, LLC
68038.3.3	US	TWINCO ROMAX	Registered	85/864, 348	1-Mar-13	4,653, 516	9-Dec-14	DYK Automotive, LLC
68038.3.30	US	PRO-1	Registered	85/002, 226	30-Mar-10	3,892, 931	21-Dec-10	DYK Automotive, LLC
68038.3.31	US	PRO/GAUGE	Registered	77/461, 103	29-Apr-08	3,590, 301	17-Mar-09	DYK Automotive, LLC
68038.3.32	US	SPORT GRIP	Registered	85/646, 732	8-Jun-12	4,374, 729	30-Jul-13	DYK Automotive, LLC
68038.3.33	US	STORMSHIELD	Registered	850021 66	30-Mar-10	38539 93	28-Sep-10	DYK Automotive, LLC

F&B NO.	Country	Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
68038.3.34	US	SUPERIOR AUTOMOTIVE & Design (1) 	Registered	78437492	18-Jun-04	3045027	17-Jan-06	DYK Automotive, LLC
68038.3.36	US	SUPERSKIN	Registered	85/646,814	8-Jun-12	4,279,427	22-Jan-13	DYK Automotive, LLC
68038.3.37	US	AG AMGAUGE & Design (1) 	Registered	73/151,116	6-Dec-77	1,119,596	5-Jun-79	DYK Automotive, LLC
68038.3.38	US	CLIMATE CONTROL	Registered	74/056,215	7-May-90	1,636,592	5-Mar-91	DYK Automotive, LLC
68038.3.4	US	KELTNER DISTRIBUTION	Registered	85/864,373	1-Mar-13	4,517,173	22-Apr-14	DYK Automotive, LLC
68038.3.40	US	FADE FREE	Registered	77881008	25-Nov-09	3834227	17-Aug-10	DYK Automotive, LLC
68038.3.41	US	MASTER	Registered	73/418,284	22-Mar-83	1,306,627	27-Nov-84	DYK Automotive, LLC
68038.3.42	US	MASTER	Registered	76/584,532	30-Mar-04	2,959,241	7-Jun-05	DYK Automotive, LLC

F&B NO.	Country	Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
68038.3.43	US	STORMSHIELD & Design (1) 	Registered	77/935, 806	15-Feb-10	3,859, 745	12-Oct-10	DYK Automotive, LLC
68038.3.44	US	SUPERIOR AUTOMOTIVE & Design (1) 	Registered	85/017, 912	20-Apr-10	3,886, 058	7-Dec-10	DYK Automotive, LLC
68038.3.5	US	ATLANTIC PACIFIC AUTOMOTIVE	Registered	85/864, 390	1-Mar-13	4,653, 517	9-Dec-14	DYK Automotive, LLC
68038.3.6	US	BUG BLAST WINDSHIELD WASHER	Registered	76/397, 043	16-Apr-02	2,677, 862	21-Jan-03	DYK Automotive, LLC
68038.3.60	US	ECO GUARD	Registered	865549 29	5-Mar-15	49942 39	5-Jul-16	DYK Automotive, LLC
68038.3.61	US	TRCAIR	Registered	865400 83	19-Feb-15	49844 38	21-Jun-16	DYK Automotive, LLC
68038.3.7	US	CHAIN PRO	Registered	78/800, 795	27-Jan-06	3,183, 610	12-Dec-06	DYK Automotive, LLC

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68038.3.8	US	CHARCOAL CHEF	Registered	78/800, 791	27-Jan-06	3,183, 609	12-Dec-06	DYK Automotive, LLC
68038.3.9	US	INCREDIBLE ORANGE	Registered	76/457, 512	10-Oct-02	2,766, 587	23-Sep-03	DYK Automotive, LLC
	United States	SERVICE CHAMP	Registered	754267 46	2/16/99	2,224, 297	February 16, 1999	Service Champ, Inc.
	United States	EZPAC	Registered	77822 705	09/09/09	4,418, 799	October 15, 2013	IE Acquisition, LLC
	United States	INSTALLEREDGE FOR CAR CARE PROFESSIONALS	Registered	779823 84	11/02/09	4,030, 408	September 27, 2011	IE Acquisition, LLC
	United States	INSTALLEREDGE	Registered	779828 36	08/07/09	4,095, 017	February 7, 2012	IE Acquisition, LLC
	United States	INSTALLEREDGE	Registered	77983 569	08/07/09	4,400, 449	September 10, 2013	IE Acquisition, LLC
	United States	INSTALLEREDGE FOR CAR CARE PROFESSIONALS (Design)	Registered	779835 87	11/02/09	4,444, 081	December 3, 2013	IE Acquisition, LLC
	United States	AEROVISION	Registered	861527 41	12/26/13	4,572, 325	July 22, 2014	IE Acquisition, LLC
	US	HIGHLINE AFTERMARKET	Pending	871129 21	7/22/16			DYK Prime Acquisition, LLC

F&B NO.	Country	Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
US	US	INSTALLEREDGE	Registered	783919 21	3/26/04	31150 12	7/11/06	IE Acquisition, LLC
US	US	TEAM 1	Registered	763965 85	4/16/02	27903 66	12/9/03	Service Champ, Inc.
US	US	BOOSTER	Application	87/232, 256	November 10, 2016	N/A	N/A	South / Win, LLC
US	US	PURPLE PASSION	Registered	78/229, 641	March 25, 2003	2,813, 166	February 10, 2004	South / Win, LLC
US	US	SLUG-A-BUG	Registered	76/397, 392	April 18, 2002	2,677, 869	January 21, 2003	South / Win, LLC
US	US	WINTER WARRIOR	Registered	76/369, 941	February 12, 2002	2,823, 847	March 16, 2004	South / Win, LLC