

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fram Group IP LLC		02/26/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as collateral agent		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	5439957	HIGH THREAD PRO	
Registration Number:	3112592	AIRHOG	
Registration Number:	3114893	AIRHOG	
Registration Number:	110818	AUTO-LITE	
Registration Number:	337799	FRAM	
Registration Number:	375855	FRAM	
Registration Number:	637085	AUTOLITE	
Registration Number:	641730	FRAM	
Registration Number:	723102	WEAR-GUARD	
Registration Number:	1443041	WEARGUARD	
Registration Number:	1701659	EXTRA GUARD	
Registration Number:	1771339	FRAM F	
Registration Number:	1810013	DEFENSE	
Registration Number:	2032246	DOUBLE GUARD	
Registration Number:	2445428	TOUGH GUARD	
Registration Number:	2291540	AUTOLITE	
Registration Number:	2266831	FRAM RACING	
Registration Number:	2275820	SUREGRIP	
Registration Number:	2376935	PAY A LITTLE MORE NOW... OR PAY A LOT L	

CH \$1215.00 5439957

Property Type	Number	Word Mark
Registration Number:	2461682	AUTOLITE RACING
Registration Number:	2922501	
Registration Number:	3415118	FRAM ABSORBS ODORS WITH FRESH BREEZE CAB
Registration Number:	2872786	IT'S TIME TO CHANGE YOUR PLUGS
Registration Number:	3114872	AIRHOG HI-PERFORMANCE AIR FILTER
Registration Number:	3114892	AIRHOG HI-PERFORMANCE AIR FILTER
Registration Number:	3058196	AUTOLITE
Registration Number:	3006638	REVOLUTION HT
Registration Number:	3121690	AUTOLITE
Registration Number:	3130872	FRAM HIGH MILEAGE
Registration Number:	3291846	FRAM FRESH BREEZE
Registration Number:	3287046	FRAM
Registration Number:	3947980	FRAM EXTRA GUARD
Registration Number:	4419562	AUTOLITE
Registration Number:	4437456	AUTOLITE REWARDS
Registration Number:	4405951	FRAM ULTRA SYNTHETIC
Registration Number:	4731987	AUTOLITE ANSWERS
Registration Number:	4593688	AUTOLITE
Registration Number:	4442843	F FRAM PRO FILTERS
Registration Number:	4450442	F FRAM PRO PLUS FILTERS
Registration Number:	4446920	FRAM PRO
Registration Number:	4446921	FRAM PRO SYNTHETIC
Registration Number:	4591148	FRAM PRO PLUS
Registration Number:	4760762	FRAM HEAVY DUTY
Registration Number:	4708900	AUTOLITE ANSWERS LIVE TECHNICAL HELP US/
Registration Number:	4789702	AUTOLITE
Registration Number:	2149279	COMFORTAIRE
Registration Number:	4363316	FRAM RACING
Registration Number:	4442844	F FRAM PRO SYNTHETIC FILTERS

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: tmdiligence@winston.com

Correspondent Name: Christina Wheaton

Address Line 1: 300 South Tryon Street 16th Floor

Address Line 2: Winston & Strawn LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

TRADEMARK

REEL: 006574 FRAME: 0457

ATTORNEY DOCKET NUMBER:	001740/00327
NAME OF SUBMITTER:	Christina Wheaton
SIGNATURE:	/Christina Wheaton by trademarkny/
DATE SIGNED:	02/26/2019

Total Attachments: 14

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL 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 26, 2019, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of BANK OF AMERICA, N.A., as collateral agent (as successor to Goldman Sachs Bank USA) (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, TRICO GROUP, LLC, a Delaware limited liability company, and TRICO LIMITED, a limited company organized under the laws of England and Wales, have entered into that certain ABL Credit Agreement dated as of February 2, 2018 (as amended by that certain First Amendment to ABL Credit Agreement, dated as of June 1, 2018, that certain Second Amendment to ABL Credit Agreement, dated as of January 8, 2019, that certain Third Amendment to ABL Credit Agreement, dated as of January 29, 2019, that Certain Forth Amendment to ABL Credit Agreement, dated as of the date hereof and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and each other Borrower and 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 and the issuance of Letters of Credit by the L/C Issuers 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, the Grantor has executed and delivered that certain ABL Security Agreement dated as of February 2, 2018 made by the U.S. 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, the 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, the 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, the 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 the 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 U.S. Guarantee.

Section 1.04. Recordation. The 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. The 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.

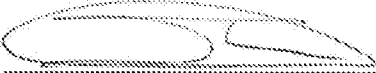
Section 1.08. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement in any Collateral and the exercise of any right or remedy by the Collateral Agent, with respect

to any Collateral hereunder, are subject to (i) the provisions of the ABL Intercreditor Agreement and the (ii) First Lien-Second Lien 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. In the event of any conflict between the terms of the First Lien-Second Lien Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the First Lien-Second Lien Intercreditor Agreement shall govern and control.

[signature pages follow]

IN WITNESS WHEREOF, the 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.

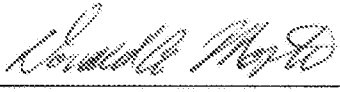
FRAM GROUP IP LLC

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
Attention: Patrick James

BANK OF AMERICA, N.A., as Collateral Agent

By 

Name: Donald A. Mastro

Title: Senior Vice President & Portfolio Manager

Address for Notices:

Bank of America
135 South LaSalle Street, 9th Floor
Chicago, Illinois 60603
Attention: Trico Portfolio Manager

Schedule A

UNITED STATES PATENTS
United States Patents

Grantor	Title	Application Date	Application Number	Registration Number	Registration Date
FRAM Group IP LLC	FLUID FILTER	9/22/2016	15/273315	10118112	11/6/2018
FRAM Group IP LLC	FLUID FILTER	2/27/2014	14/192537	9486718	11/8/2016
FRAM Group IP LLC	METHOD OF APPLYING A COATING TO A SPARK PLUG INSULATOR	5/12/2015	14/710039	9337627	5/10/2016
FRAM Group IP LLC	ANTI-FOULING SPARK PLUG AND METHOD OF MAKING	1/16/2014	14/157266	9350143	5/24/2016
FRAM Group IP LLC	ANTI-FOULING SPARK PLUG AND METHOD OF MAKING	4/13/2012	13/446322	8981632	3/17/2015
FRAM Group IP LLC	SPARK PLUG	1/16/2014	14/157251	9178336	11/3/2015
FRAM Group IP LLC	SPARK PLUG	4/11/2012	13/444098	8963406	2/24/2015
FRAM Group IP LLC	IGNITER FOR AN INTERNAL COMBUSTION ENGINE	7/5/2012	13/542020	8994256	3/31/2015
FRAM Group IP LLC	ANTI-FOULING SPARK PLUG AND METHOD OF MAKING	12/6/2011	13/312342	8970096	3/3/2015
FRAM Group IP LLC	Method for removing particulates from a fluid	9/20/2011	13/237455	8956271	2/17/2015
FRAM Group IP LLC	OIL CENTRIFUGE FOR EXTRACTING PARTICULATES FROM A FLUID USING CENTRIFUGAL FORCE	11/26/2007	11/945156	8021290	9/20/2011
FRAM Group IP LLC	ADDITIVE DISPERSING FILTER AND METHOD	12/29/2010	12/980814	8926845	1/6/2015
FRAM Group IP LLC	ADDITIVE DISPERSING FILTER AND METHOD	7/7/2011	13/178096	8658047	2/25/2014
FRAM Group IP LLC	ADDITIVE DISPERSING FILTER AND METHOD	2/4/2014	14/172320	9539531	1/10/2017
FRAM Group IP LLC	ADDITIVE DISPERSING FILTER AND METHOD OF MAKING	2/13/2008	12/030595	7998346	8/16/2011
FRAM Group IP LLC	METHOD OF FORMING A SPARK PLUG	1/22/2013	13/746819	8747176	6/10/2014
FRAM Group IP LLC	METHOD OF APPLYING INDICIA TO AN ITEM HAVING A TEXTURED SURFACE	9/29/2011	13/248750	8900672	12/2/2014
FRAM Group IP LLC	SYSTEM AND METHOD FOR TESTING BREAKDOWN VOLTAGE/DIELECTRIC STRENGTH OF SPARK PLUG INSULATORS	7/30/2015	14/813443	9735553	8/15/2017
FRAM Group IP LLC	SPARK PLUG INSULATOR HAVING AN ANTI-FOULING COATING AND METHODS FOR MINIMIZING FOULING	1/28/2016	15/008867	9548591	1/17/2017
FRAM Group IP LLC	UTILITY LIGHT	10/8/2008	29/325903	D598149	8/11/2009
FRAM Group IP LLC	UTILITY LIGHT	8/11/2007	29/283356	D580573	11/11/2008
FRAM Group IP LLC	FLUID FLOW CONTROLLER AND FILTER ASSEMBLY WITH FLUID	2/23/2015	14/628780	9884278	2/6/2018

Grantor	Title	Application Date	Application Number	Registration Number	Registration Date
	FLOW CONTROLLER				
FRAM Group IP LLC	LUBRICATING OIL CONDITIONING FILTER CONTAINING IMPROVED PELLETIZED CONDITIONER	3/14/2008	12/048785	8795522	8/5/2014
FRAM Group IP LLC	EXTENDED-LIFE OIL MANAGEMENT SYSTEM AND METHOD OF USING SAME	2/14/2014	14/180514	9623350	4/18/2017
FRAM Group IP LLC	SPARK PLUG WITH GROUND ELECTRODE PLATEAU AND METHOD OF MAKING THE SAME	3/4/2013	13/784309	8766520	7/1/2014
FRAM Group IP LLC	LASER WELDED SPARK ELECTRODE AND METHOD OF FORMING SAME	2/19/2013	13/769955	8715025	5/6/2014
FRAM Group IP LLC	FOULING RESISTANT SPARK PLUG	2/13/2013	13/766103	8729784	5/20/2014
FRAM Group IP LLC	ADDITIVE CARRIER FOR SPIN ON FILTERS	1/24/2013	13/748930	10005014	6/26/2018
FRAM Group IP LLC	FLUID FILTER	1/9/2013	13/737418	8685243	4/1/2014
FRAM Group IP LLC	SPARK PLUG	1/8/2013	13/736443	8791626	7/29/2014
FRAM Group IP LLC	SPARK PLUG ASSEMBLY FOR ENHANCED IGNITABILITY	10/2/2012	13/633315	8659216	2/25/2014
FRAM Group IP LLC	PLATINUM ALLOY FOR SPARK PLUG ELECTRODES AND SPARK PLUG HAVING A PLATINUM ALLOY ELECTRODE	4/15/2010	12/760899	8106573	1/31/2012
FRAM Group IP LLC	PLATINUM ALLOY FOR SPARK PLUG ELECTRODES AND SPARK PLUG HAVING A PLATINUM ALLOY ELECTRODE	1/30/2012	13/361885	8337269	12/25/2012
FRAM Group IP LLC	PLATINUM ALLOY FOR SPARK PLUG ELECTRODES AND SPARK PLUG HAVING A PLATINUM ALLOY ELECTRODE	7/20/2007	11/781134	7719172	5/18/2010
FRAM Group IP LLC	RELIEF VALVE COMPONENT	5/10/2017	29/603469	D835756	12/11/2018
FRAM Group IP LLC	ANTI-FOULING SPARK PLUG AND METHOD OF MAKING	12/6/2011	13/312269	8558439	10/15/2013
FRAM Group IP LLC	FLUID FILTER	11/28/2011	13/305128	8815087	8/26/2014
FRAM Group IP LLC	HIGH THREAD SPARK PLUG WITH UNDERCUT INSULATOR	10/4/2011	13/252364	8552628	10/8/2013
FRAM Group IP LLC	HIGH THREAD SPARK PLUG WITH UNDERCUT INSULATOR	4/1/2010	12/752694	8030831	10/4/2011
FRAM Group IP LLC	SPARK PLUG WITH UNDERCUT INSULATOR AND ONE PIECE SHELL	10/28/2011	13/283721	8643261	2/4/2014
FRAM Group IP LLC	SPARK PLUG WITH UNDERCUT INSULATOR	10/28/2011	13/283715	8568181	10/29/2013
FRAM Group IP LLC	METHOD OF MAKING SPARK PLUG CASING AND SPARK PLUG HAVING THE SPARK PLUG CASING	10/11/2011	13/270642	8337268	12/25/2012
FRAM Group IP LLC	SPARK PLUG CASING AND SPARK PLUG HAVING THE SPARK PLUG CASING	11/3/2008	12/263716	8035286	10/11/2011
FRAM Group IP LLC	IRIDIUM ALLOY FOR SPARK PLUG ELECTRODES	10/4/2011	13/252341	8350454	1/8/2013

Grantor	Title	Application Date	Application Number	Registration Number	Registration Date
FRAM Group IP LLC	IRIDIUM ALLOY FOR SPARK PLUG ELECTRODES	11/17/2008	12/2722208	8030830	10/4/2011
FRAM Group IP LLC	CONTACT GLASS COMPOSITION FOR USE IN SPARK PLUGS	2/12/1999	09/249522	6426586	7/30/2002
FRAM Group IP LLC	FILTER AND METHOD OF MAKING	9/6/2011	13/225970	8366798	2/5/2013
FRAM Group IP LLC	FILTER AND METHOD OF MAKING	9/20/2006	11/533649	7794556	9/14/2010
FRAM Group IP LLC	HIGH THREAD GROUND SHIELD	7/12/2011	13/181064	8216015	7/10/2012
FRAM Group IP LLC	HIGH THREAD GROUND SHIELD	1/27/2009	12/360492	7977857	7/12/2011
FRAM Group IP LLC	OIL CENTRIFUGE FOR EXTRACTING PARTICULATES FROM A CONTINUOUS FLOW OF FLUID	6/14/2011	13/160064	8574144	11/5/2013
FRAM Group IP LLC	OIL CENTRIFUGE FOR EXTRACTING PARTICULATES FROM A CONTINUOUS FLOW OF FLUID	1/24/2007	11/626476	7959546	6/14/2011
FRAM Group IP LLC	STAGED OIL FILTER INCORPORATING ADDITIVE-RELEASING PARTICLES	5/30/2001	09/867973	7291264	11/6/2007
FRAM Group IP LLC	STAGED OIL FILTER INCORPORATING TIMED RELEASE OIL CONDITIONER	8/30/2002	10/233852	6623636	9/23/2003
FRAM Group IP LLC	ADDITIVE DISPENSING CARTRIDGE FOR AN OIL FILTER, AND OIL FILTER INCORPORATING SAME	1/27/2003	10/352344	7018531	3/28/2006
FRAM Group IP LLC	ADDITIVE DISPERSING FILTER AND METHOD OF MAKING	6/8/2004	10/863581	7182863	2/27/2007
FRAM Group IP LLC	STAGED OIL FILTER INCORPORATING PELLETIZED BASIC CONDITIONER	1/26/2004	10/765649	7316778	1/8/2008
FRAM Group IP LLC	STAGED OIL FILTER INCORPORATING PELLETIZED BASIC CONDITIONER	5/8/2000	11/679148	7811462	10/12/2010
FRAM Group IP LLC	ADDITIVE DISPERSING FILTER AND METHOD OF MAKING	10/12/2010	12/903173	8021558	9/20/2011
FRAM Group IP LLC	MULTI-STAGE FLUID FILTER, AND METHODS OF MAKING AND USING SAME	5/8/2000	09/566035	6379564	4/30/2002
FRAM Group IP LLC	SPARK PLUG ELECTRODE AND METHOD OF MAKING	1/25/2010	12/692732	8460044	6/11/2013
FRAM Group IP LLC	METHOD OF PRODUCING A SPARK PLUG VIA FLARED ELECTRODE TIP ATTACHMENT	12/31/2009	12/650821	8294343	10/23/2012
FRAM Group IP LLC	PORTABLE FUEL DESULFURIZATION UNIT	10/16/2008	12/252911	7704383	4/27/2010
FRAM Group IP LLC	EVAPORATIVE EMISSIONS FILTER	11/1/2004	10/978923	7344586	3/18/2008
FRAM Group IP LLC	EVAPORATIVE EMISSIONS FILTER	3/23/2004	10/806942	7163574	1/16/2007
FRAM Group IP LLC	EVAPORATIVE EMISSIONS FILTER	1/29/2008	12/022145	7655166	2/2/2010
FRAM Group IP LLC	EVAPORATIVE EMISSIONS FILTER	12/24/2009	12/647181	8216349	7/10/2012

Grantor	Title	Application Date	Application Number	Registration Number	Registration Date
FRAM Group IP LLC	EVAPORATIVE EMISSIONS FILTER	3/19/2003	10/392044	7182802	2/27/2007
FRAM Group IP LLC	ADSORPTIVE ASSEMBLY AND METHOD OF MAKING THE SAME	8/26/2004	10/927383	7377966	5/27/2008
FRAM Group IP LLC	OIL FILTER WITH TAPPING PLATE AND SEALING GROMMET	12/15/2009	12/638239	8435405	5/7/2013
FRAM Group IP LLC	ADDITIVE DISPENSING FILTER AND METHOD OF MAKING	8/25/2009	12/546923	8388838	3/5/2013
FRAM Group IP LLC	ADDITIVE DISPENSING FILTER AND METHOD OF MAKING	12/24/2008	12/343828	7588691	9/15/2009
FRAM Group IP LLC	ADDITIVE DISPENSING FILTER AND METHOD OF MAKING	8/28/2007	11/846265	7481923	1/27/2009
FRAM Group IP LLC	PARTICULATE MATTER SENSOR	7/23/2009	12/508096	8047054	11/1/2011
FRAM Group IP LLC	PARTICULATE MATTER SENSOR	5/18/2009	12/467673	8037738	10/18/2011
FRAM Group IP LLC	COLD FOUL RESISTANT SPARK PLUG	1/28/2009	12/361126	8350456	1/8/2013
FRAM Group IP LLC	THERMOCOUPLE DATA ACQUISITION SYSTEM	5/28/2009	12/473696	8006545	8/30/2011
FRAM Group IP LLC	DIELECTRIC ENHANCED PARTIAL THREAD SPARK PLUG	1/28/2009	12/361028	8058786	11/15/2011
FRAM Group IP LLC	SPARK PLUG STRUCTURE FOR IMPROVED IGNITABILITY	9/22/2008	12/234834	8058785	11/15/2011
FRAM Group IP LLC	APPARATUS AND METHOD FOR STORING AND RELEASING SULFUR CONTAINING AROMATIC COMPOUNDS FROM A FUEL STREAM OF AN INTERNAL COMBUSTION ENGINE	3/15/2005	11/081796	7410585	8/12/2008
FRAM Group IP LLC	A COMBINATION IGNITER AND SENSOR FOR AN INTERNAL COMBUSTION ENGINE	5/2/2008	12/114415	8053965	11/8/2011
FRAM Group IP LLC	POWER DISTRIBUTION SYSTEM AND A METHOD FOR ASSEMBLING THE POWER DISTRIBUTION SYSTEM	5/17/2006	11/436408	7367821	5/6/2008
FRAM Group IP LLC	RADIAL SEAL FILTER WITH OPEN END PLEATES	2/28/2008	12/039441	8673196	3/18/2014
FRAM Group IP LLC	ADDITIVE DISPENSING DEVICE AND A THERMALLY ACTIVATED ADDITIVE DISPENSING FILTER HAVING THE ADDITIVE DISPENSING DEVICE	2/15/2008	12/032241	7931817	4/26/2011
FRAM Group IP LLC	FLUID FILTER CARTRIDGE ASSEMBLY	1/7/2008	11/970424	8101075	1/24/2012
FRAM Group IP LLC	SPARK PLUG INCLUDING A WEAR-RESISTANT ELECTRODE TIP MADE FROM A CO-EXTRUDED COMPOSITE MATERIAL, AND METHOD OF MAKING SAME	7/13/1999	09/552526	6533629	3/18/2003
FRAM Group IP LLC	AQUEOUS INJECTION MOLDING BINDER COMPOSITION AND MOLDING PROCESS	6/20/2000	09/597136	6262150	7/17/2001
FRAM Group IP LLC	UTILITY LIGHT	10/8/2008	29/325901	D598148	8/11/2009
FRAM Group IP LLC	UTILITY LIGHT	8/11/2007	29/283357	D580574	11/11/2008
FRAM Group IP LLC	HYDROCARBON ADSORBER FOR AIR INDUCTION SYSTEMS	10/26/2007	11/925187	7556026	7/7/2009

Grantor	Title	Application Date	Application Number	Registration Number	Registration Date
FRAM Group IP LLC	HYDROCARBON ADSORBER FOR AIR INDUCTION SYSTEMS	6/21/2007	11/766513	7610904	11/3/2009
FRAM Group IP LLC	FILTER DIAPER AND METHOD	10/22/2007	11/876156	7662285	2/16/2010
FRAM Group IP LLC	CAST FORMED FILTER AND METHOD OF MAKING THE SAME	8/30/2007	11/847627	7951219	5/31/2011
FRAM Group IP LLC	FILTER AND METHOD OF USING THE SAME	7/27/2006	11/494268	7670396	3/2/2010
FRAM Group IP LLC	FILTER AND METHOD OF MAKING	9/30/2005	11/241245	7419525	9/2/2008
FRAM Group IP LLC	APPARATUS FOR MANUFACTURING FILTER CARTRIDGES, AND METHOD OF USING SAME	11/1/2004	10/979618	7255760	8/14/2007
FRAM Group IP LLC	APPARATUS FOR MANUFACTURING FILTER CARTRIDGES, AND METHOD OF USING SAME	11/7/2001	10/037608	6817466	11/16/2004
FRAM Group IP LLC	PORTABLE LIGHT EMITTING DEVICE	4/23/2004	29/204158	D528676	9/19/2006
FRAM Group IP LLC	FLUID CONTAINMENT APPARATUS, AND METHOD OF USING SAME	9/26/2003	10/672467	7147013	12/12/2006
FRAM Group IP LLC	FUEL FILTER WITH RESTRICTION INDICATOR, AND METHOD OF USING SAME	9/12/2003	10/661704	6989104	1/24/2006
FRAM Group IP LLC	FLUID DRAIN ASSEMBLY	8/26/2002	10/228117	6837479	1/4/2005
FRAM Group IP LLC	VAPOR-ADSORBENT UNDERHOOD BLANKET, SYSTEM AND METHOD FOR REDUCING EVAPORATIVE FUEL EMISSIONS FROM A VEHICLE	10/10/2001	09/974006	6474312	11/5/2002
FRAM Group IP LLC	SPARK PLUG SHELL HAVING A BIMETALLIC GROUND ELECTRODE SPARK PLUG INCORPORATING THE SHELL, AND METHOD OF MAKING SAME	9/21/2001	09/960687	6406345	6/18/2002
FRAM Group IP LLC	VAPOR-ADSORBENT FILTER FOR REDUCING EVAPORATIVE FUEL EMISSIONS, AND METHOD OF USING SAME	3/30/2001	09/822102	6432179	8/13/2002
FRAM Group IP LLC	CONTAMINANT FILTER WITH MAGNETIC FILTRATION CAPABILITIES	5/9/2000	09/566750	6461504	10/8/2002
FRAM Group IP LLC	SPARK PLUG HAVING A PROTECTIVE TITANIUM THEREON AND METHODS OF MAKING THE SAME	1/5/2000	09/478161	6452314	9/17/2002
FRAM Group IP LLC	COMPLEX SHAPED FIBER FOR PARTICLE AND MOLECULAR FILTRATION	10/12/1999	09/422039	6296821	10/2/2001
FRAM Group IP LLC	CONTINUOUS COMPOUNDING OF AQUEOUS INJECTION MOLDING FEEDSTOCKS	7/15/1999	09/354029	6261496	7/17/2001
FRAM Group IP LLC	WING TAPPING PLATE FOR SPIN-ON FILTER ASSEMBLIES	5/21/1999	09/316578	6349836	2/26/2002

Grantor	Title	Application Date	Application Number	Registration Number	Registration Date
FRAM Group IP LLC	FILTER ASSEMBLY	5/3/1999	09/304147	6155431	12/5/2000
FRAM Group IP LLC	METHOD OF APPLYING A SLIP-RESISANT COATING TO A SPIN-ON FILTER USING A FLUIDIZED BED COATING APPARATUS, AND SPIN-ON FILTER WHICH IS A PRODUCT THEREOF	3/17/1999	09/271136	6080310	6/27/2000
FRAM Group IP LLC	PROCESS FOR FORMING AN ARTICLE FROM RECYCLED CERAMIC MOLDING COMPOUND	1/22/1999	09/235706	6146560	11/14/2000
FRAM Group IP LLC	RAPID MANUFACTURE OF METAL AND CERAMIC TOOLING	10/21/1998	09/176509	6056915	5/2/2000
FRAM Group IP LLC	FOULING RESISTANT SPARK PLUG	1/5/2018	15/863427	10118112	11/6/2018

United States Patent Applications

Grantor	Name of Patent	Application Date	Application Number	Registration Number	Registration Date
FRAM Group IP LLC	SYSTEM AND METHOD FOR TESTING BREAKDOWN VOLTAGE/DIELECTRIC STRENGTH OF SPARK PLUG INSULATORS	6/16/2017	15/625312		
FRAM Group IP LLC	RELIEF VALVE	1/16/2018	29/633800		
FRAM Group IP LLC	FILTER ASSEMBLY AND RELIEF VALVE OF SAME	4/19/2018	15/957005		
FRAM Group IP LLC	FLUID FLOW CONTROLLER AND FILTER ASSEMBLY WITH FLUID FLOW CONTROLLER	12/21/2017	15/850485		
FRAM Group IP LLC	COMPOSITION FOR AND METHOD OF MAKING AN INSULATOR FOR A SPARK PLUG	1/21/2015	14/601359		
FRAM Group IP LLC	ADDITIVE CARRIER FOR SPIN ON FILTERS	5/22/2018	15/986308		
FRAM Group IP LLC	ADDITIVE CARRIER FOR SPIN ON FILTERS	5/22/2018	15/986349		
FRAM Group IP LLC	OIL FILTER FRONT RELIEF VALVE	9/27/2018	29/664786		

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date
FRAM Group IP LLC	HIGH THREAD PRO	87/118044	7/27/2016	4/3/2018	5439957
FRAM Group IP LLC	AIRHOG	78/290647	8/21/2003	7/4/2006	3112592
FRAM Group IP LLC	AIRHOG	78/323017	11/4/2003	7/11/2006	3114893
FRAM Group IP LLC	AUTO-LITE (stylized)	71/082996	12/1/1914	6/13/1916	110818
FRAM Group IP LLC	FRAM	71/374582	2/7/1936	8/18/1936	337799
FRAM Group IP LLC	FRAM	71/422506	8/11/1939	3/5/1940	375855
FRAM Group IP LLC	AUTOLITE	72/003165	2/23/1956	11/13/1956	637085
FRAM Group IP LLC	FRAM	72/009715	6/6/1956	2/19/1997	641730
FRAM Group IP LLC	WEAR-GUARD (stylized)	72/111089	12/30/1960	10/24/1961	723102
FRAM Group IP LLC	WEARGUARD	73/624679	10/8/1986	6/16/1987	1443041
FRAM Group IP LLC	EXTRA GUARD	74/180122	6/27/1991	7/21/1992	1701659
FRAM Group IP LLC	FRAM and F design	74/308583	8/28/1992	5/18/1993	1771339
FRAM Group IP LLC	DEFENSE	74/324210	10/21/1992	12/7/1993	1810013
FRAM Group IP LLC	DOUBLE GUARD	75/068766	3/7/1996	1/21/1997	2032246
FRAM Group IP LLC	COMFORTAIRE	75/263306	3/6/1997	4/7/1998	2149279
FRAM Group IP LLC	TOUGH GUARD	75/425229	1/23/1998	4/24/2001	2445428
FRAM Group IP LLC	AUTOLITE	75/437366	2/20/1998	11/9/1999	2291540
FRAM Group IP LLC	FRAM RACING	75/476254	4/29/1998	8/3/1999	2266831
FRAM Group IP LLC	SUREGRIP	75/481686	5/8/1998	9/7/1999	2275820
FRAM Group IP LLC	PAY A LITTLE MORE NOW...OR PAY A LOT LATER	75/634549	2/4/1999	8/15/2000	2376935
FRAM Group IP LLC	AUTOLITE RACING	76/062048	6/5/2000	6/19/2001	2461682
FRAM Group IP LLC	ORANGE design	76/575387	2/13/2004	2/1/2005	2922501
FRAM Group IP LLC	FRAM FRESH BREEZE and design (color)	77/042473	11/13/2006	4/22/2008	3415118
FRAM Group IP LLC	IT'S TIME TO CHANGE YOUR PLUGS	78/207892	1/28/2003	8/10/2004	2872786
FRAM Group IP LLC	AIRHOG HI-PERFORMANCE AIR FILTER and design	78/307871	10/1/2003	7/11/2006	3114872
FRAM Group IP LLC	AIRHOG HI-PERFORMANCE AIR FILTER and design	78/323008	11/4/2003	7/11/2006	3114892
FRAM Group IP LLC	AUTOLITE	78/366169	2/11/2004	2/7/2006	3058196

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date
FRAM Group IP LLC	REVOLUTION HT	78/414693	5/7/2004	10/11/2005	3006638
FRAM Group IP LLC	AUTOLITE	78/442109	6/28/2004	7/25/2006	3121690
FRAM Group IP LLC	FRAM HIGH MILEAGE	78/479642	9/7/2004	8/15/2006	3130872
FRAM Group IP LLC	FRAM FRESH BREEZE	78/721586	9/27/2005	9/11/2007	3291846
FRAM Group IP LLC	FRAM	78/762658	11/28/2005	8/28/2007	3287046
FRAM Group IP LLC	FRAM EXTRA GUARD	85/162066	10/27/2010	4/19/2011	3947980
FRAM Group IP LLC	FRAM RACING and DESIGN	85/614464	5/2/2012	7/9/2013	4363316
FRAM Group IP LLC	AUTOLITE	85/667199	7/2/2012	10/15/2013	4419562
FRAM Group IP LLC	AUTOLITE REWARDS	85/736720	9/24/2012	11/19/2013	4437456
FRAM Group IP LLC	FRAM ULTRA SYNTHETIC	85/783997	11/20/2012	9/24/2013	4405951
FRAM Group IP LLC	AUTOLITE ANSWERS	85/831421	1/24/2013	5/5/2015	4731987
FRAM Group IP LLC	AUTOLITE and Design	85/831462	1/24/2013	8/26/2014	4593688
FRAM Group IP LLC	F FRAM Pro FILTERS and Design	85/875188	3/13/2013	12/3/2013	4442843
FRAM Group IP LLC	F FRAM Pro Synthetic filters and Design	85/875209	3/13/2013	12/3/2013	4442844
FRAM Group IP LLC	F FRAM Pro Plus Filters and Design	85/875227	3/13/2013	12/17/2013	4450442
FRAM Group IP LLC	FRAM PRO	85/885122	3/25/2013	12/10/2013	4446920
FRAM Group IP LLC	FRAM PRO SYNTHETIC	85/885137	3/25/2013	12/10/2013	4446921
FRAM Group IP LLC	FRAM PRO PLUS	85/885144	3/25/2013	8/26/2014	4591148
FRAM Group IP LLC	FRAM HEAVY DUTY (word mark)	85/912321	4/23/2013	6/23/2015	4760762
FRAM Group IP LLC	AUTO LITE ANSWERS LIVE TECHNICAL HELP and DESIGN	85/964121	6/19/2013	3/24/2015	4708900
FRAM Group IP LLC	AUTOLITE	86/482930	12/17/2014	8/11/2015	4789702

United States Trademark Applications

None.

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.