

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511882

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF ABL TRADEMARK SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BMO HARRIS BANK N.A., As Collateral Agent		02/26/2019	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FRAM Group IP LLC		
<b>Street Address:</b>	127 Public Square, Suite 5110		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 57</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3112592	AIRHOG	
<b>Registration Number:</b>	3114893	AIRHOG	
<b>Registration Number:</b>	3114892	AIRHOG HI-PERFORMANCE AIR FILTER	
<b>Registration Number:</b>	3114872	AIRHOG HI-PERFORMANCE AIR FILTER	
<b>Registration Number:</b>	4708900	AUTOLITE ANSWERS LIVE TECHNICAL HELP US/	
<b>Registration Number:</b>	4789702	AUTOLITE	
<b>Registration Number:</b>	4419562	AUTOLITE	
<b>Registration Number:</b>	2291540	AUTOLITE	
<b>Registration Number:</b>	637085	AUTOLITE	
<b>Registration Number:</b>	3058196	AUTOLITE	
<b>Registration Number:</b>	3121690	AUTOLITE	
<b>Registration Number:</b>	110818	AUTO-LITE	
<b>Registration Number:</b>	4593688	AUTOLITE	
<b>Registration Number:</b>	4731987	AUTOLITE ANSWERS	
<b>Registration Number:</b>	2461682	AUTOLITE RACING	
<b>Registration Number:</b>	4437456	AUTOLITE REWARDS	
<b>Registration Number:</b>	3276837	AUTOLITE XP XTREME PERFORMANCE	
<b>Registration Number:</b>	3178137	AUTOLITE XP XTREME PERFORMANCE SPARK PLU	
<b>Registration Number:</b>	2149279	COMFORTAIRE	
<b>TRADEMARK</b>			

OP \$1440.00 3112592

Property Type	Number	Word Mark
Registration Number:	1810013	DEFENSE
Registration Number:	2032246	DOUBLE GUARD
Registration Number:	1701659	EXTRA GUARD
Registration Number:	4442843	F FRAM PRO FILTERS
Registration Number:	4450442	F FRAM PRO PLUS FILTERS
Registration Number:	4442844	F FRAM PRO SYNTHETIC FILTERS
Registration Number:	3314656	FLAREGLO
Registration Number:	3308309	FOR VEHICLES OVER 75000 MILES
Registration Number:	337799	FRAM
Registration Number:	641730	FRAM
Registration Number:	375855	FRAM
Registration Number:	3287046	FRAM
Registration Number:	837113	F FRAM
Registration Number:	1771339	FRAM F
Registration Number:	3947980	FRAM EXTRA GUARD
Registration Number:	3291846	FRAM FRESH BREEZE
Registration Number:	3415118	FRAM ABSORBS ODORS WITH FRESH BREEZE CAB
Registration Number:	4760762	FRAM HEAVY DUTY
Registration Number:	3130872	FRAM HIGH MILEAGE
Registration Number:	4446920	FRAM PRO
Registration Number:	4591148	FRAM PRO PLUS
Registration Number:	4446921	FRAM PRO SYNTHETIC
Registration Number:	2266831	FRAM RACING
Registration Number:	4363316	FRAM RACING
Registration Number:	4405951	FRAM ULTRA SYNTHETIC
Registration Number:	2872786	IT'S TIME TO CHANGE YOUR PLUGS
Registration Number:	2922501	
Registration Number:	2376935	PAY A LITTLE MORE NOW... OR PAY A LOT L
Registration Number:	3006638	REVOLUTION HT
Registration Number:	1467227	SENTINEL
Registration Number:	3314658	SPACEGLO
Registration Number:	2275820	SUREGRIP
Registration Number:	2445428	TOUGH GUARD
Registration Number:	1443041	WEARGUARD
Registration Number:	723102	WEAR-GUARD
Registration Number:	3907743	XTENDEDGUARD
Registration Number:	3923333	XTREME SPORT
Registration Number:	3326497	XTREME SPORT

**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:** 202-370-4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Melony Sot**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1051445 APH 2019 â#" ABL TM
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<b>NAME OF SUBMITTER:</b>	Christian Craft
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<b>SIGNATURE:</b>	/Christian Craft/
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<b>DATE SIGNED:</b>	02/27/2019
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**Total Attachments: 6**

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**RELEASE OF ABL TRADEMARK SECURITY INTEREST**

RELEASE OF ABL TRADEMARK SECURITY INTEREST, dated as of February 26, 2019 (this ***“Release”***), by BMO HARRIS BANK N.A. (***“BMO”***), as Collateral Agent (in such capacity, the ***“Collateral Agent”***). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Collateral Agreement referred to below.

Reference is made to (i) the ABL Credit Agreement dated as of December 23, 2016 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the ***“Credit Agreement”***), among FRAM Group Holdings Inc., a Delaware corporation, Autolite Operations LLC, a Delaware limited liability company and FRAM Group Operations LLC, a Delaware limited liability company (collectively, the ***“Borrowers”***), FRAM Group Holdings Limited (formerly Autoparts Holdings Limited), a New Zealand limited liability company (***“Holdings”***), the Subsidiary Guarantors party thereto, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch (***“CS”***), as administrative agent (the ***“Administrative Agent”***) and BMO, as Collateral Agent, (ii) the ABL Collateral Agreement dated as of December 23, 2016 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the ***“Collateral Agreement”***), among Holdings, the Borrowers, the other Grantors from time to time party thereto and the Collateral Agent, (iii) the ABL Trademark Security Agreement dated as of December 23, 2016 (the ***“Trademark Security Agreement”*** and, together with the Collateral Agreement, the ***“Original Security Agreements”***), between FRAM Group IP LLC, a Delaware limited liability company (the ***“U.S. Grantor”***) and the Original Collateral Agent, recorded with the United States Patent and Trademark Office (the ***“USPTO”***) on December 27, 2016 at Reel/Frame 5955/0400, (iv) the Successor Collateral Agent Agreement dated as of February 16, 2017 (the ***“Successor Agent Agreement”***), by and among BMO, as the successor collateral agent (in such capacity, the ***“Successor Collateral Agent”***), the Administrative Agent, CS, as the original collateral agent (in such capacity, the ***“Original Collateral Agent”***), the Borrowers, Holdings and the Subsidiary Guarantors (as defined in the Credit Agreement), whereby CS resigned as collateral agent in accordance with Article VIII of the Credit Agreement and BMO was appointed by the Secured Parties to act as Collateral Agent, such resignation and appointment being consented to by Holdings and (v) the Assignment of Trademark Security Interest dated as of February 16, 2017 (the ***“Trademark Assignment”*** and, together with the Successor Agent Agreement and the Original Security Agreements, the ***“Security Agreements”***), between the Original Collateral Agent and the Successor Collateral Agent, whereby the Original Collateral Agent assigned, pursuant to the Successor Agent Agreement, all of its right, title and interest in and to the Trademarks (as defined below) and the Successor Collateral Agent confirmed its acceptance of such assignment, and recorded with the USPTO on February 16, 2017 at Reel/Frame 5993/0760.

WHEREAS, pursuant to the Security Agreements, the U.S. Grantor pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, among other things, all right, title or interest in or to any and all of the following assets and properties now owned or at any time thereafter acquired by the U.S. Grantor or in which the U.S. Grantor has or at any time in the future may acquire any right, title or interest to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (or any successor office or any similar offices in any State of the United States or in any other country) (except for “intent-to-use” applications for trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, in each case, including those set forth on Schedule I hereto (the “*Trademarks*”).

WHEREAS, in connection with the ABL payoff letter dated as of the date hereof, among the Borrowers, Holdings, the Administrative Agent and the Collateral Agent, the Borrowers and the U.S. Grantor desire that the Collateral Agent terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby terminate, release, cancel, relinquish and discharge fully, without representation, warranty or recourse of any kind, its lien on and any and all security interests in and to all right, title and interest, in to and under all of the Trademarks, including the Trademarks listed on Schedule I hereto, and reassigns and transfers, without representation, warranty or recourse of any kind, all right, title and interest it has in the Trademarks to the U.S. Grantor. The Collateral Agent hereby authorizes the U.S. Grantor, or the U.S. Grantor’s authorized representative, to record this Release with the USPTO. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks in the USPTO, and/or any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the U.S. Grantor’s sole expense.

This Release 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.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

BMO HARRIS BANK N.A.,  
as Collateral Agent,

by

Kara Goodwin  
Name: Kara Goodwin  
Title: Managing Director

*[Signature Page to ABL Trademark Release]*

[[3867332]]

**TRADEMARK**  
**REEL: 006575 FRAME: 0934**

Schedule I

**Trademarks**

[Attached]

Schedule I

Trademarks and Trademark Applications

*U.S. Trademark Registrations*

Mark	Reg. No.	Reg. Date
AIRHOG	3112592	7/4/2006
AIRHOG	3114893	7/11/2006
AIRHOG HI-PERFORMANCE FILTER and design	3114892	7/11/2006
AIRHOG HI-PERFORMANCE FILTER and design	3114872	7/11/2006
AUTO LITE ANSWERS LIVE TECHNICAL HELP & DESIGN	4708900	03/24/2015
AUTOLITE	4789702	08/11/2015
AUTOLITE	4419562	10/15/2013
AUTOLITE	2291540	11/9/1999
AUTOLITE	637085	11/13/1956
AUTOLITE	3058196	2/7/2006
AUTOLITE	3121690	7/25/2006
AUTO-LITE (stylized)	110818	12/1/1930
AUTOLITE and Design	4593688	08/26/2014
AUTOLITE ANSWERS	4731987	05/05/2015
AUTOLITE RACING	2461682	6/19/2001
AUTOLITE REWARDS	4437456	11/19/2013
AUTOLITE XP XTREME PERFORMANCE and design	3276837	8/7/2007
AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS and design	3178137	11/28/2006
COMFORTAIRE	2149279	4/7/1998
DEFENSE	1810013	12/7/1993
DOUBLE GUARD	2032246	1/21/1997
EXTRA GUARD	1701659	7/21/1992
F FRAM Pro FILTERS & Design	4442843	12/03/2013
F FRAM Pro Plus Filters & Design	4450442	12/17/2013
F FRAM Pro Synthetic filters & Design	4442844	12/03/2013
FLAREGLO	3314656	10/16/2007
FOR VEHICLES OVER 75000 MILES and design	3308309	10/9/2007



Mark	Reg. No.	Reg. Date
FRAM	337799	8/18/1936
FRAM	641730	2/19/1997
FRAM	375855	3/5/1940
FRAM	3287046	8/28/2007
FRAM and F design	837113	10/17/1967
FRAM and F design	1771339	5/18/1993
FRAM EXTRA GUARD	3947980	4/19/2011
FRAM FRESH BREEZE	3291846	9/11/2007
FRAM FRESH BREEZE and design (color)	3415118	4/22/2008
FRAM HEAVY DUTY (word mark)	4760762	06/23/2015
FRAM HIGH MILEAGE	3130872	8/15/2006
FRAM PRO	4446920	12/10/2013
FRAM PRO PLUS	4591148	08/26/2014
FRAM PRO SYNTHETIC	4446921	12/10/2013
FRAM RACING	2266831	8/3/1999
FRAM RACING & DESIGN	4363316	07/09/2013
FRAM ULTRA SYNTHETIC	4405951	09/24/2013
IT'S TIME TO CHANGE YOUR PLUGS	2872786	8/10/2004
Miscellaneous design (orange)	2922501	2/1/2005
PAY A LITTLE MORE NOW...OR PAY A LOT LATER	2376935	8/15/2000
REVOLUTION HT	3006638	10/11/2005
SENTINEL	1467227	12/2/1987
SPACEGLO	3314658	10/16/2007
SUREGRIP	2275820	09/07/1999
TOUGH GUARD	2445428	4/24/2001
WEARGUARD	1443041	6/16/1987
WEAR-GUARD (Stylized)	723102	10/24/1961
XTENDED GUARD	3907743	1/18/2011
XTREME SPORT	3923333	02/22/2011
XTREME SPORT	3326497	10/30/2007