

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASC Industries, Inc.		01/14/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as collateral agent		
Street Address:	200 West Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4407379	KEEP IT COOL	
Registration Number:	3684859	ASC	
Registration Number:	3684860	ASC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1052142 TM		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	02/28/2019		
Total Attachments: 7			
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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 January 14, 2019, is made by ASC INDUSTRIES, INC. (the “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 by that certain Amendment No. 1 to First Lien Term Loan Agreement dated as of October 23, 2018 and as further 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, the 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, 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 the 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 the 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 the 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 the 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 the Grantor under the Guaranty.

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 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.

ASC INDUSTRIES, INC.

By: 
Name: Stephen Graham
Title: Chief Financial Officer, Treasurer and
Secretary

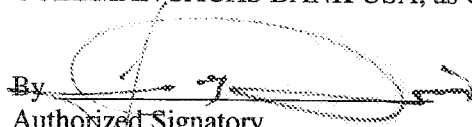
Address for Notices:

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: 006577 FRAME: 0449

GOLDMAN SACHS BANK USA, as Collateral Agent

By 
Authorized Signatory

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: 006577 FRAME: 0450

Schedule A

UNITED STATES PATENTS

United States Patents

Grantor	Title	Application Date	Application Number	Registration Number	Registration Date
ASC Industries, Inc.	Portable barbecue grill	8/27/2004	29212191	D533008	12/5/2006
ASC Industries, Inc.	Vehicle interior lamp assembly adapted for use with recreational vehicles, outfitted vans, shuttlebuses and the like	6/4/1999	09325986	6283621	9/4/2001
ASC Industries, Inc.	Vehicle interior lamp assembly adapted for use with recreational vehicles, outfitted vans, shuttlebuses and the like	6/4/1999	29105971	D425224	5/16/2000

United States Patent Applications

None.

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date
ASC Industries, Inc.	KEEP IT COOL	85118336	8/30/2010	4407379	9/24/2013
ASC Industries, Inc.	ASC	77203550	6/12/2007	3684859	9/22/2009
ASC Industries, Inc.	ASC	77203606	6/12/2007	3684860	9/22/2009

United States Trademark Applications

None.

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

Grantor	Title	Copyright Number	Recordation Date
ASC Industries, Inc.	WP2000A airtex water pumps, fan clutches & water outlets & 4 other titles. TX 5-264-461.	V3596D047	11/5/2010
ASC Industries, Inc.	AX02 airtex fuel pumps, in-tank assemblies & fuel filters. TX 5-465-064.	V3596D047	11/5/2010
ASC Industries, Inc.	FP2002 master domestic & import fuel pumps & assemblies fuel filters. TX 5-465-063.	V3596D047	11/5/2010
ASC Industries, Inc.	UNG10-01 master domestic & import water pumps, fan clutches, water outlets supplement. TX 5-089-837.	V3596D047	11/5/2010
ASC Industries, Inc.	UAP/NAPA catalog UNGLO-01 domestic & import fuel pump catalog. TX 5-485-561.	V3596D047	11/5/2010

United States Copyright Applications

None.