

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Wide Automotive, L.L.C.		04/08/2019	Limited Liability Company: VIRGINIA
Remy Power Products, LLC		04/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	350 South Grand Avenue, Suite 3850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90771		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2637229	NEW GOLD	
Registration Number:	2618176	PRIDEMARK	
Registration Number:	4576758	WORLD WIDE AUTOMOTIVE	
Registration Number:	2609799	WORLD WIDE AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,kate.ferrara@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	04/09/2019		
Total Attachments: 5			
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ABL TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

ABL TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2019, between WORLD WIDE AUTOMOTIVE, L.L.C, a Virginia limited liability company and REMY POWER PRODUCTS, LLC, a Delaware limited liability company (each individually, a “**Grantor**”), and PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (this “**Trademark Security Agreement**”).

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, GC EOS Parent, Inc., a Delaware corporation (“**Holdings**”), GC EOS Buyer, Inc., a Delaware corporation (the “**Borrower**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and PNC Bank, National Association, as Collateral Agent and Administrative Agent, are parties to a ABL Credit Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a ABL Security Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings, the other grantors party thereto and PNC Bank, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement:

Each Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) rights to sue for past, present or future infringements of the foregoing;

(iii) each Trademark License constituting Recordable Intellectual Property to which such Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent in the Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL/Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Loan Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL/Term Loan Intercreditor Agreement shall govern and control.

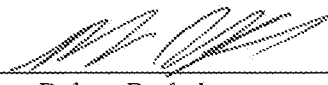
[Signature Pages Follow]

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

WORLD WIDE AUTOMOTIVE, L.L.C.

By: BBB Industries, LLC, its sole member

By: _____

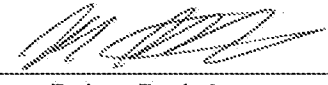

Name: Robert Rutledge
Title: Vice President

REMY POWER PRODUCTS, LLC

By: World Wide Automotive, L.L.C., its sole member

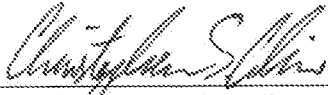
By: BBB Industries, LLC, its sole member

By: _____


Name: Robert Rutledge
Title: Vice President

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Christopher S. Calice
Title: Vice President

Schedule 1
to Trademark Security Agreement

TRADEMARKS

Grantor	Title	Filing Date/Issued Date	Status (Application/Registered)	Application/Registration No.
Remy Power Products, LLC.	NEW GOLD	August 9, 2001 / October 15, 2002	Renewed October 15, 2012	RN: 2637229 SN: 76298051
World Wide Automotive, L.L.C.	PRIDEMARK	December 13, 2001 / September 10, 2002	Renewed September 10, 2012	RN: 2618176 SN: 76348674
World Wide Automotive, L.L.C.	WORLD WIDE AUTOMOTIVE	February 19, 2013 / July 29, 2014	Renewed July 29, 2014	RN: 4576758 SN: 85853234
World Wide Automotive, L.L.C.	WORLD WIDE AUTOMOTIVE	December 4, 2001 / August 20, 2002	Renewed August 20, 2012	RN: 2609799 SN: 76344800