

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518315

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
World Wide Automotive, L.L.C.		04/08/2019	Limited Liability Company: VIRGINIA
Remy Power Products, LLC		04/08/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch		
<b>Street Address:</b>	600 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2637229	NEW GOLD	
<b>Registration Number:</b>	2618176	PRIDEMARK	
<b>Registration Number:</b>	4576758	WORLD WIDE AUTOMOTIVE	
<b>Registration Number:</b>	2609799	WORLD WIDE AUTOMOTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	719689-15		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	04/10/2019		

CH \$115.00 2637229

**Total Attachments: 5**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

### (Trademarks and Trademark Licenses)

SECOND LIEN 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 UBS AG, STAMFORD BRANCH, 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 UBS AG, Stamford Branch, as Collateral Agent and Administrative Agent, are parties to a Second Lien 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 Second Lien 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 UBS AG, Stamford Branch, 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 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 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 the Grantor to each 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 (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among GC EOS Parent, Inc., GC EOS Buyer, Inc., the lenders from time to time party thereto, UBS AG, Stamford Branch, as administrative agent and collateral agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

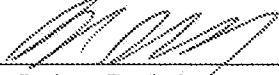
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent in the Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL/Term Loan 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.**

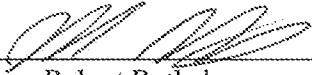
By: BBB Industries, LLC, its sole member

By:   
Name: Robert Rutledge  
Title: Vice President

**REMY POWER PRODUCTS, LLC**


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

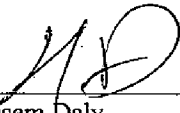
By: BBB Industries, LLC, its sole member

By:   
Name: Robert Rutledge  
Title: Vice President

Acknowledged:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Darlene Arias  
Title: Director

By:   
Name: Housseem Daly  
Title: Associate Director

[Signature Page – Second Lien Trademark Security Agreement]

Schedule 1  
to Trademark Security Agreement

**TRADEMARKS**

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