

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Assembly, LLC		09/16/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	5001 Spring Valley Road, Suite 825W		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4297473	IAI INTERNATIONAL ASSEMBLY, INC	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	54237.38		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	09/17/2019		
Total Attachments: 5			
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OP \$40.00 4297473

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of September 16, 2019, is made by and among INTERNATIONAL ASSEMBLY, LLC, a Texas limited liability company (“*Grantor*”), and EAST WEST BANK, a California state bank (“*Lender*”) on behalf of itself and its Affiliates (“*Secured Party*”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, IAI Holdings, LLC, a Delaware limited liability company (“*Holdings*”), Empresas IAI, S. de R.L. de C.V., a Mexican limited liability company with variable capital, and Mexican Ensambly, S. de R.L. de C.V., a Mexican limited liability company with variable capital (collectively, “*Borrower*”) and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Borrower; and

WHEREAS, the Grantor is party to that certain Security Agreement of even date herewith, among Secured Party, Grantor and Holdings (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s Trademarks, Trademark applications, and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
- (c) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation,

condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (B) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Borrower, or any grantor under the Security Agreement, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

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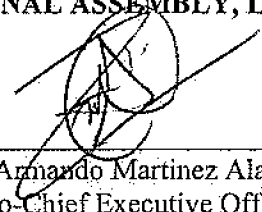
Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement, as of the date first set forth above.

GRANTOR:

INTERNATIONAL ASSEMBLY, LLC

By:



Name: Armando Martinez Alarcon
Title: Co-Chief Executive Officer

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

1. Trademarks

Registered Trademarks				
Country	Trademark	Registration No.	Registration Date	
USA	IAI INTERNATIONAL ASSEMBLY, INC.	4,297,473	March 5, 2013	
Mexico	IAI INTERNATIONAL ASSEMBLY, INC. and Design	1,311,593	September 14, 2012	
Pending Trademark Applications				
Country	Trademark	Serial No.	Filing Date	
Trademark Applications in Preparation				
Country	Trademark	Docket No.	Expected Filing Date	Products/Services

2. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
Mexico and Central America	Label of Sloan Corporation	Sloan Corporation	International Assembly, LLC	April 23, 2013	As set forth in that certain Manufacturing and Supply Agreement, dated as April 23, 2013, by and between International Assembly, LLC and SLOAN

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