

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM544679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AP Emissions Technologies, LLC		10/10/2019	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	Jefferies Finance LLC as Collateral Agent
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	DELAWARE Limited Liability Company

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	5429085	CHERRY BOMB M-80
Registration Number:	5429087	CHERRY BOMB SALUTE
Registration Number:	4905823	DESIGNED TO FIT. BUILT TO LAST.
Registration Number:	4878174	DURAFIT
Registration Number:	4905738	DURA FIT OEM REPLACEMENT EMISSION TECHNO
Registration Number:	5572077	PROFESSIONAL TECH'S CHOICE OBDII - CATAL

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767  
*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:** 3128767700  
**Email:** thomas.buettner@lw.com  
**Correspondent Name:** Thomas J. Buettner  
**Address Line 1:** Latham & Watkins LLP  
**Address Line 2:** 330 North Wabash Avenue, Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	038507
<b>NAME OF SUBMITTER:</b>	Thomas J. Buettner
<b>SIGNATURE:</b>	/tjb/

OP: \$165.00 5429085

<b>DATE SIGNED:</b>	10/10/2019
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 10, 2019, is made by the Grantors (as identified below), in favor of Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, **AIRTEK, LLC**, a Delaware limited liability company, **AP EMISSIONS TECHNOLOGIES, LLC**, a Delaware limited liability company, and **CWD, LLC**, a California limited liability company (each a “Grantor” and collectively “Grantors”), own the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a First Lien Security Agreement dated as of May 10, 2017 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by the Grantor, and all goodwill of Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor, all without delivery of any instrument or performance of any act by any Person..

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION,**

CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AIRTEK, LLC**

By: 

Name:

Title:

*Chris Walling*  
*VP of Finance and Accounting*

**AP EMISSIONS TECHNOLOGIES, LLC**

By: 

Name:

Title:

*Chris Walling*  
*VP of Finance and Accounting*

**CWD, LLC**

By: 

Name:

Title:

*Chris Walling*  
*VP of Finance and Accounting*

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as the Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Paul Chisholm", is written over a solid horizontal line.

Name: Paul Chisholm

Title: Managing Director

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**  
US TRADEMARKS

**Registered Trademarks:**

<b>Owner</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Airtek, LLC	DIESELTECH	5192460	25-APR-2017
Airtek, LLC	DIESELTECH ENGINEERED TO LAST 	5429519	20-MAR-2018
Airtek, LLC	ENGINEERED TO LAST	5429520	20-MAR-2018
AP Emissions Technologies, LLC	CHERRY BOMB M-80	5429085	20-MAR-2018
AP Emissions Technologies, LLC	CHERRY BOMB SALUTE	5429087	20-MAR-2018
AP Emissions Technologies, LLC	DESIGNED TO FIT. BUILT TO LAST.	4905823	23-FEB-2016
AP Emissions Technologies, LLC	DURAFIT	4878174	29-DEC-2015
AP Emissions Technologies, LLC	DURA FIT OEM REPLACEMENT EMISSION TECHNOLOGIES  <small>DURA Replacement Emission Technologies</small>	4905738	23-FEB-2016
AP Emissions Technologies, LLC	PROFESSIONAL TECH'S CHOICE OBDII - CATALYTIC CONVERTER 	5572077	25-SEP-2018
CWD, LLC dba Centric Parts	PQ PRO	5662569	22-JAN-2019
CWD, LLC dba Centric Parts	TACTICAL POLICE DUTY BRAKE PADS	5592205	23-OCT-2018

**Pending Trademark Applications:**

None.