

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
API Automotive Products International Inc.		11/13/2019	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	Whitehorse Capital Management, LLC, as the Collateral Agent		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3756877	BLUEDEVIL	
Registration Number:	3853518	WHITE SHEPHERD	
Registration Number:	3153707	RED ANGEL A/C STOP LEAK & CONDITIONER	
Registration Number:	4676714	FUEL MD	
Registration Number:	4652384	B D	
Registration Number:	4676715	B D	
Registration Number:	4826808	POUR-N-GO!	
Registration Number:	5371515	LIVE LEAK FREE	
Registration Number:	5497540	LIVELEAKFREE	
Registration Number:	5497543	LIVELEAKFREE	
Registration Number:	5045759	BLUEDEVIL PRODUCTS	
Registration Number:	1090644	PJ1	
Registration Number:	5666023	PJ1	
Registration Number:	2573150	RENEW & PROTECT	
Registration Number:	2402212	SILVERFIRE	
Registration Number:	1194601	GOLDFIRE	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 3756877

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
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SIGNATURE:	/lk/
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DATE SIGNED:	11/13/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 13th day of November, 2019, between API AUTOMOTIVE PRODUCTS INTERNATIONAL INC. (the “Grantor”), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, “the Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among API AUTOMOTIVE PRODUCTS INTERNATIONAL INC., a Wyoming corporation (“API”), SKLAR BOV SOLUTIONS, INC., a Wyoming corporation (“BOV”), SKLAR HOLDINGS, INC., a Wyoming corporation (“Sklar Holdings” and together with API and BOV, individually, a “Borrower” and collectively, the “Borrowers”), BENNELLI, LLC, a California limited liability company, BETTERBILT, LLC, a California limited liability company, STARCO ENTERPRISES, INC., a California corporation, BLUE CROSS LABORATORIES, LLC, a Wyoming limited liability company, the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent, the Collateral Agent and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of November 13, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the purpose of filing at the United States Patent and Trademark Office;

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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in and to

the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) any and all of the Grantor's pending and registered U.S. Trademarks listed on Schedule I hereto; (ii) all pending applications, registrations, and renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

provided, however, that Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof or thereof and any determinations with

respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of New York.

7. **CONSTRUCTION.** Each definition of an agreement in this Trademark Security Agreement shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Collateral Agent or the Lenders, as applicable. Except where the context otherwise requires, definitions imparting the singular shall include the plural and vice versa. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, unless otherwise specifically provided herein. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, whether or not so expressly stated in each such instance. The word “will” shall be construed to have the same meaning and effect as the word “shall”. “Writing”, “written” and comparable terms refer to printing, typing, computer disk, e-mail and other means of reproducing words in a visible form. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and permitted assigns. All terms used herein which are defined in Article 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

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

GRANTOR:

**API AUTOMOTIVE PRODUCTS
INTERNATIONAL INC.**

By: 

Name: Ross Sklar

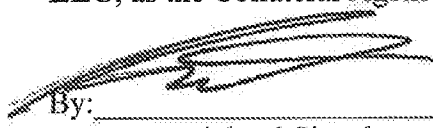
Title: CEO

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006795 FRAME: 0612**

**ACCEPTED AND ACKNOWLEDGED
BY:**

**WHITEHORSE CAPITAL MANAGEMENT,
LLC, as the Collateral Agent**



By: _____

Name: Richard Siegel

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006795 FRAME: 0613**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Mark	Registration No.	Registration Date
API Automotive Products International Inc.	BlueDevil	3756877	March 9, 2010
API Automotive Products International Inc.	White Shepherd	3853518	September 28, 2010
API Automotive Products International Inc.	Red Angel A/C Stop Leak & Conditioner	3153707	October 10, 2006
API Automotive Products International Inc.	Fuel MD	4676714	January 20, 2015
API Automotive Products International Inc.	B D	4652384	December 9, 2014
API Automotive Products International Inc.	B D	4676715	January 20, 2015
API Automotive Products International Inc.	Pour-N-Go!	4826808	October 6, 2015
API Automotive Products International Inc.	Live Leak Free	5371515	January 2, 2018
API Automotive Products International Inc.	LiveLeakFree	5497540	June 19, 2018
API Automotive Products	LiveLeakFree	5497543	June 19, 2018

International Inc.			
API Automotive Products International Inc.	BlueDevil Products	5045759	September 20, 2016
API Automotive Products International Inc.	PJ1	1090644	May 9, 1978
API Automotive Products International Inc.	PJ1 Logo	5666023	January 29, 2019
API Automotive Products International Inc.	RENEW & PROTECT	2573150	May 28, 2002
API Automotive Products International Inc.	SILVERFIRE	2402212	November 7, 2000
API Automotive Products International Inc.	GOLDFIRE	1194601	May 4, 1982