

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576307

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Interest Assignment Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as the prior collateral agent under the TSA		05/13/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association, as the successor Collateral Agent
<b>Street Address:</b>	50 South Sixth Street
<b>Internal Address:</b>	SUITE 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5192460	DIESELTECH
Registration Number:	5429519	DIESELTECH ENGINEERED TO LAST
Registration Number:	5429520	ENGINEERED TO LAST
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
Registration Number:	5662569	PQ PRO
Registration Number:	5592205	TACTICAL POLICE DUTY BRAKE PADS

## CORRESPONDENCE DATA

Fax Number: 2128366337

*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: 2128367319

Email: paul.somelofske@arnoldporter.com

TRADEMARK

**Correspondent Name:** Paul J. Somelofske  
**Address Line 1:** c/o Arnold & Porter Kaye Sholer LLP  
**Address Line 2:** 250 West 55th Street  
**Address Line 4:** New York, NEW YORK 10019-9710

**NAME OF SUBMITTER:** Paul J. Somelofske

**SIGNATURE:** /Paul J. Somelofske/

**DATE SIGNED:** 05/13/2020

**Total Attachments: 7**

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**TRADEMARK SECURITY INTEREST ASSIGNMENT  
AGREEMENT**

**THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of this 13<sup>th</sup> day of May, 2020, by JEFFERIES FINANCE LLC ("Jefferies"), as the prior collateral agent under the TSA (as defined below) and the Security Agreement (as defined below) (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington Trust"), as the successor collateral agent (in such capacity, "Assignee").

**W I T N E S S E T H**

WHEREAS, Assignor is party to the First Lien Security Agreement, dated as of May 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by APC Automotive Technologies Intermediate Holdings, LLC (f/k/a AP Exhaust Intermediate Holdings, LLC) ("Holdco"), APC Automotive Technologies, LLC (f/k/a AP Exhaust Acquisition, LLC) ("AP Acquisition"), CWD Acquisition, LLC, ("CWD Buyer"), CWD Holding Corp. ("CWD Corp." and, together with AP Acquisition and CWD Buyer, the "Borrowers") and each of the other Grantors party thereto in favor of Assignor;

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of October 10, 2019 (the "TSA"), made by each of AirTek, LLC ("Airtek"), AP Emissions Technologies, LLC ("AP Emissions") and CWD, LLC ("CWD, LLC") in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on October 10, 2019 on Reel 6768 / Frame 0900 with respect to AirTek, Reel 6768 / Frame 0928 with respect to CWD, LLC, and Reel 6773 / Frame 0838 with respect to AP Emissions, and (ii) the Security Agreement, each of AirTek, AP Emissions and CWD, LLC has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof ;

WHEREAS, effective as of May 13, 2020, Assignor resigned as administrative agent and collateral agent under that certain First Lien Credit Agreement dated as of May 10, 2017, by and among the Borrowers, Holdco, the lenders party thereto and Assignor (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain First Amendment to First Lien Credit Agreement dated as of November 2, 2019 and by that certain Second Amendment to First Lien Credit Agreement dated as of April 29, 2020, the "Credit Agreement") and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of May 13, 2020, among Assignor, Assignee, the Borrowers, Holdco, each of the other Guarantors (as defined in the Credit Agreement) party thereto and the Lenders (as defined in the Credit Agreement) party thereto, Wilmington Trust has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Jefferies as administrative agent and collateral agent

under the Credit Agreement and the other Loan Documents (including, without limitation, under the Security Agreement and the TSA); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of AirTek, AP Emissions and CWD, LLC. Each of AirTek, AP Emissions and CWD, LLC hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

**JEFFERIES FINANCE LLC**, as the prior collateral agent

By:   
Name: Paul Chisholm  
Title: Managing Director

**ASSIGNEE:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as the successor collateral agent

By:   
Name: David Bergstrom  
Title: Vice President

**ACKNOWLEDGED AND AGREED:**

**AP EMISSIONS TECHNOLOGIES, LLC  
AIRTEK, LLC  
CWD, LLC**

By: \_\_\_\_\_

Name: Marc Weinsweig

Title: Chief Financial Officer

SCHEDULE I  
TO  
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**U.S. Trademarks and Trademark Applications**

Trademark Registrations:

OWNER	REGISTRATION NO.	TRADEMARK
AirTek, LLC	5192460	DIESELTECH
AirTek, LLC	5429519	DIESELTECH ENGINEERED TO LAST <b>DIESELTECH</b> ENGINEERED TO LAST
AirTek, LLC	5429520	ENGINEERED TO LAST
AP Emissions Technologies, LLC	5429085	CHERRY BOMB M-80
AP Emissions Technologies, LLC	5429087	CHERRY BOMB SALUTE
AP Emissions Technologies, LLC	4905823	DESIGNED TO FIT. BUILT TO LAST.
AP Emissions Technologies, LLC	4878174	DURAFIT
AP Emissions Technologies, LLC	4905738	DURA FIT OEM REPLACEMENT EMISSION TECHNOLOGIES  <b>DURAFIT</b> <i>OEM Replacement Emission Technologies</i>
AP Emissions Technologies, LLC	5572077	PROFESSIONAL TECH'S CHOICE OBDII - CATALYTIC CONVERTER  <b>PROFESSIONAL TECH'S CHOICE</b> <b>OBDII - CATALYTIC CONVERTER</b>



<b>OWNER</b>	<b>REGISTRATION NO.</b>	<b>TRADEMARK</b>
CWD, LLC dba Centric Parts	5662569	PQ PRO
CWD, LLC dba Centric Parts	5592205	TACTICAL POLICE DUTY BRAKE PADS

Applications:

None.