

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C & K Components, LLC		05/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TIKEHAU INVESTMENT MANAGEMENT		
Street Address:	32, rue de Monceau		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75008		
Entity Type:	Unknown: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1254380	C & K	
Registration Number:	1955007	C&K	
Registration Number:	3673819	C&K	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		
DATE SIGNED:	05/28/2020		
Total Attachments: 6			
source=Project Snap - Components Trademark Security Agreement- Executed(28074402_1)#page1.tif			
source=Project Snap - Components Trademark Security Agreement- Executed(28074402_1)#page2.tif			

CH \$90.00 1254380

source=Project Snap - Components Trademark Security Agreement- Executed(28074402_1)#page3.tif
source=Project Snap - Components Trademark Security Agreement- Executed(28074402_1)#page4.tif
source=Project Snap - Components Trademark Security Agreement- Executed(28074402_1)#page5.tif
source=Project Snap - Components Trademark Security Agreement- Executed(28074402_1)#page6.tif

U.S. TRADEMARK SECURITY AGREEMENT

This **U.S. TRADEMARK SECURITY AGREEMENT**, dated as of May 28, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by C & K Components, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of TIKEHAU INVESTMENT MANAGEMENT, as Security Agent for the Beneficiaries (in such capacity, together with its successors and permitted assigns, the “**Security Agent**”).

WHEREAS, the Grantor is a party to a Second Lien Pledge and Security Agreement dated as of 28 May 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Pledge and Security Agreement**”) between the Grantor and the other Grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Security Agent, for the benefit of the Beneficiaries, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

- (i) all U.S. trademark and service mark registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof 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 and acceptance 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; provided that upon acceptance by the United States Patent and Trademark Office of an amendment to allege use or statement of use, such intent-to-use Trademark applicable shall be considered Trademark Collateral.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Beneficiaries pursuant to the Second Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

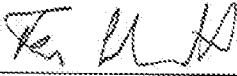
SECTION 5. Counterparts

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.

[Remainder of page intentionally left blank]

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

C & K Components, LLC

By: 
Name: TOM SCHULTE
Title: CFO

Accepted and Agreed:


TIKEHAU INVESTMENT MANAGEMENT,
as Security Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

TIKEHAU INVESTMENT MANAGEMENT,
as Security Agent

By: 

Name: Cécile Mayer-Levi
Title: Head of Private Debt

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Status	Country	Serial No.	Filing Date	Registration No.	Registration Date	Owner
C & K	Registered	Argentina	2500505	7/2/1991	1988354	8/19/2004	C & K Components, LLC
C & K	Registered	Australia	492547	8/3/1988	A492547	8/3/1988	C & K Components, LLC
C & K	Registered	Brazil	813553040	6/11/1987	813553040	10/13/1999	C & K Components, LLC
C & K	Registered	Costa Rica	970798	5/27/1998	115513	8/24/1999	C & K Components, LLC
C & K	Registered	France	781005	2/11/1986	1363265	1/11/2006	C & K Components, LLC
C & K	Registered	Hong Kong	199203601	12/7/1985	199203601	9/11/1992	C & K Components, LLC
C & K	Registered	Japan	60012064	2/13/1985	1961575	6/16/1987	C & K Components, LLC
C & K	Registered	South Korea	67071987	4/3/1987	191384	5/11/1990	C & K Components, LLC
C & K	Registered	USA	73/340237	12/4/1981	1254380	10/18/1983	C & K Components, LLC
C&K	Registered	Canada	610102	6/27/1988	TMA358551	7/21/1989	C & K Components, LLC
C&K	Abandoned	Chile	455979	7/26/1999	560463	2/1/2000	C & K Components, LLC
C&K	Registered	CTM	4238309	1/12/2005	4238309	2/8/2006	C & K Components, LLC
C&K	Renewed	Germany	C347959WZ	7/25/1997	397352794	9/12/1997	C & K Components, LLC

EXECUTION VERSION

Mark	Status	Country	Serial No.	Filing Date	Registration No.	Registration Date	Owner
C&K	Renewed	Germany	C347959WZ	7/25/1997	397352794	9/12/1997	C & K Components, LLC
C&K	Registered	Italy	86CO40438	5/9/1986	745084	5/9/1986	C & K Components, LLC
C&K	Registered	Mexico	355174	11/24/1998	605980	4/13/1999	C & K Components, LLC
C&K	Registered	Panama	93390	4/9/1998	93390	4/9/1998	C & K Components, LLC
C&K	Registered	Peru	60552	4/14/1998	46874	6/25/1998	C & K Components, LLC
C&K	Registered	Taiwan	94004832	1/31/2005	1168732	8/16/2005	C & K Components, LLC
C&K	Registered	USA	74/653136	3/27/1995	1955007	2/6/1996	C & K Components, LLC
C&K	Registered	Venezuela	1998007957	5/7/1998		10/25/2006	C & K Components, LLC
C&K (STYLIZED)	Registered	Brazil	813553032	6/11/1987	813553932	1/20/2009	C & K Components, LLC
C&K (STYLIZED)	Registered	Spain	1514963	8/2/1989	1514963	11/5/1991	C & K Components, LLC
C&K (STYLIZED)	Registered	Thailand	294393	9/28/1995	46625	9/28/1995	C & K Components, LLC
C&K (STYLIZED)	Registered	USA	77/365721	1/7/2008	3673819	8/25/2009	C & K Components, LLC
C&K AND DESIGN	Registered	China	1213152	11/18/1996	1213152	10/7/1998	C & K Components, LLC
SENSONAV	Registered	China	7065754	11/19/2008	7065754	11/7/2010	C & K Components, LLC