

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM588986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUALIS AUTOMOTIVE, L.L.C.		07/24/2020	Limited Liability Company:
CWD, LLC		07/24/2020	Limited Liability Company:
ARISTO, LLC		07/24/2020	Limited Liability Company:
AIRTEK, LLC		07/24/2020	Limited Liability Company:
AP EMISSIONS TECHNOLOGIES, LLC		07/24/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 77			
Property Type	Number	Word Mark	
Registration Number:	4418507	QUALIS	
Registration Number:	4546158	QUALIS	
Registration Number:	2477374	AEROROTOR	
Registration Number:	3752010	BRAKE LATE, FINISH FIRST	
Registration Number:	3030604	CENTRIC PARTS	
Registration Number:	3061251	CTEK	
Registration Number:	2858527	POSI QUIET	
Registration Number:	3900428	POWER SLOT	
Registration Number:	3133557	POWER SLOT PLUS	
Registration Number:	2650518	SPORTSTOP	
Registration Number:	2512544	STOPTECH	
Registration Number:	3722196	TROPHY BIG BRAKE KIT	
Registration Number:	5097537	BALANCED BRAKE SYSTEMS	
Registration Number:	5097538	BALANCED BRAKE UPGRADES	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5203206	CRYO-STOP
Registration Number:	1269748	MSL
Registration Number:	1528145	ANSA
Registration Number:	1151635	ANSA MARMITTE
Registration Number:	4315162	ANSA
Registration Number:	4494393	MARMITTE ANSA
Registration Number:	3159602	AP
Registration Number:	3175898	AP
Registration Number:	3944422	CLEAN BY DESIGN
Registration Number:	3545676	ENFORCER
Registration Number:	2502113	THE SOUND OF ACCELERATION
Registration Number:	2493182	XLERATOR PERFORMANCE EXHAUST
Registration Number:	1649420	SILENTONE PLUS
Registration Number:	1567021	XLERATOR
Registration Number:	1516307	MSL BIG MAX
Registration Number:	1317984	SILENTONE
Registration Number:	1604348	MODULARAK
Registration Number:	2037427	MAX-FIT
Registration Number:	2426737	CHALLENGE
Registration Number:	2426735	CHALLENGE PREMIUM MUFFLER LINE
Registration Number:	2426736	BIG MAX
Registration Number:	2846018	TRUCKEX
Registration Number:	3429096	MSL MAXIMUM
Registration Number:	3530773	DISTURBING THE PEACE SINCE 1968
Registration Number:	3430886	CHERRY BOMB VORTEX
Registration Number:	3422700	CHERRY BOMB TURBO
Registration Number:	3422699	CHERRY BOMB PRO
Registration Number:	3418126	CHERRY BOMB GLASSPACK
Registration Number:	3422698	CHERRY BOMB EXTREME
Registration Number:	3418125	CHERRY BOMB ELITE
Registration Number:	3422631	CHERRY BOMB CHERRY BOMB
Registration Number:	2281009	IMCO
Registration Number:	2087250	MVP
Registration Number:	1713448	MAREMONT
Registration Number:	1462723	SUPREME
Registration Number:	1450641	PROFESSIONAL PLUS
Registration Number:	1319247	SILVER KNIGHT
Registration Number:	1120455	SUPER "C"

Property Type	Number	Word Mark
Registration Number:	1076885	CREW CHIEF
Registration Number:	545453	MAREMONT
Registration Number:	996352	CHERRY BOMB
Registration Number:	888622	CHERRY BOMB
Registration Number:	5087817	AP EMISSIONS TECHNOLOGIES
Registration Number:	5952149	SILVERLINE
Registration Number:	5429087	CHERRY BOMB SALUTE
Registration Number:	5429085	CHERRY BOMB M-80
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:	3902423	ARISTO
Registration Number:	3902422	ARISTO
Registration Number:	3930353	GLOBAL MARKET SOLUTIONS
Registration Number:	3936125	BON-X
Registration Number:	3849170	INTELLIGENT CATALYST TECHNOLOGY
Registration Number:	3849171	MISO
Registration Number:	2355994	ARISTO
Registration Number:	4119908	OBD II BY DESIGN
Registration Number:	1787858	CATCO
Registration Number:	1788062	CATCO
Registration Number:	5429520	ENGINEERED TO LAST
Registration Number:	5429519	DIESELTECH ENGINEERED TO LAST
Registration Number:	5192460	DIESELTECH

CORRESPONDENCE DATA

Fax Number:

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: 6785537308

Email: bartlett@gtlaw.com

Correspondent Name: VICTORIA BARTLETT

Address Line 1: 3333 Piedmont Road NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Victoria Bartlett
SIGNATURE:	/s/ Victoria Bartlett
DATE SIGNED:	07/28/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 24, 2020, is made by the Grantors (as identified below), in favor of Wells Fargo Bank, National Association, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

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

WHEREAS, each Grantor is party to that certain Exit ABL Security Agreement dated as of July 24, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which each 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 each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such 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 such Grantor, and all goodwill of such 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.

Each 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 the Grantors, 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 ACTIVE 51620460v2

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 by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Collateral Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to Collateral Agent under this Agreement. This Agreement and any notices delivered under this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one Agreement. Delivery of an executed counterpart of a signature page of this Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Agreement or notice.

Reference is made to the ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the ABL Intercreditor Agreement, this Agreement and the Credit Agreement regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the provisions of the ABL Intercreditor Agreement shall govern.

[Continued on following page.]

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.

AP EMISSIONS TECHNOLOGIES, LLC

By: marc Weinsweig
Name: Marc Weinsweig
Title: Chief Financial Officer

ARISTO, LLC

By: marc Weinsweig
Name: Marc Weinsweig
Title: Chief Financial Officer

AIRTEK, LLC

By: marc Weinsweig
Name: Marc Weinsweig
Title: Chief Financial Officer

CWD, LLC

By: marc Weinsweig
Name: Marc Weinsweig
Title: Chief Financial Officer

QUALIS AUTOMOTIVE, L.L.C.

By: marc Weinsweig
Name: Marc Weinsweig
Title: Chief Financial Officer

Accepted and Agreed:



WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Collateral Agent

By: William Plough Digitally signed by William Plough
Date: 2020.07.23.07:37:06 -0400


Name: William Plough
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks:

Owner	Trademark	Reg. No.	Reg. Date
Qualis Automotive, L.L.C.		4,418,507	10/15/13
Qualis Automotive, L.L.C.		4,546,158	6/10/14
CWD, LLC	AEROROTOR	2,477,374	08/14/01
CWD, LLC	BRAKE LATE FINISH FIRST	3,752,010	02/23/10
CWD, LLC	CENTRIC PARTS	3,030,604	12/13/05
CWD, LLC	CTEK	3,061,251	02/21/06
CWD, LLC	POSI QUIET	2,858,527	06/29/04
CWD, LLC	POWER SLOT	3,900,428	01/04/11
CWD, LLC	POWER SLOT PLUS	3,133,557	08/22/06
CWD, LLC	SPORTSTOP	2,650,518	11/12/02
CWD, LLC	STOPTECH	2,512,544	11/27/01
CWD, LLC	TROPHY BIG BRAKE KIT	3,722,196	12/08/09
CWD, LLC	BALANCED BRAKE SYSTEMS	5,097,537	12/6/16
CWD, LLC	BALANCED BRAKE UPGRADES	5,097,538	12/6/16
CWD, LLC d/b/a Centric Parts	CRYO-STOP	5,203,206	5/16/17
AP Emissions Technologies, LLC	MSL	1,269,748	3/13/1984
AP Emissions Technologies, LLC	ANSA	1,528,145	3/7/1989
AP Emissions Technologies, LLC	ANSA MARMITTE and Design	1,151,635	4/21/1981
AP Emissions Technologies, LLC	ANSA	4,315,162	4/9/2013
AP Emissions Technologies, LLC	MARMITTE ANSA and Design	4,494,393	3/11/2014
AP Emissions Technologies, LLC	AP	3,159,602	10/17/2006
AP Emissions Technologies, LLC	AP (stylized)	3,175,898	11/28/2006
AP Emissions Technologies, LLC	CLEAN BY DESIGN	3,944,422	4/12/2011
AP Emissions Technologies, LLC	ENFORCER	3,545,676	12/16/2008

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Owner	Trademark	Reg. No.	Reg. Date
AP Emissions Technologies, LLC	THE SOUND OF ACCELERATION	2,502,113	10/30/2001
AP Emissions Technologies, LLC		2,493,182	9/25/2001
AP Emissions Technologies, LLC	SILENTONE PLUS	1,649,420	7/2/1991
AP Emissions Technologies, LLC	XLERATOR*	1,567,021	11/21/1989
AP Emissions Technologies, LLC	MSL BIG MAX*	1,516,307	12/13/1988
AP Emissions Technologies, LLC	SILENTONE	1,317,984	2/5/1985
AP Emissions Technologies, LLC	MODULARAK & DESIGN*	1,604,348	7/3/1990
AP Emissions Technologies, LLC	MAX-FIT	2,037,427	2/11/1997
AP Emissions Technologies, LLC	CHALLENGE	2,426,737	2/6/2001
AP Emissions Technologies, LLC	CHALLENGE PREMIUM MUFFLER LINE	2,426,735	2/6/2001
AP Emissions Technologies, LLC	BIG MAX	2,426,736	2/6/2001
AP Emissions Technologies, LLC	TRUCKEX	2,846,018	5/25/2004
AP Emissions Technologies, LLC	MSL MAXIMUM	3,429,096	5/20/2008
AP Emissions Technologies, LLC	DISTURBING THE PEACE SINCE 1968	3,530,773	11/11/2008
AP Emissions Technologies, LLC	CHERRY BOMB VORTEX	3,430,886	5/20/2008
AP Emissions Technologies, LLC	CHERRY BOMB TURBO	3,422,700	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB PRO	3,422,699	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB GLASSPACK	3,418,126	4/29/2008
AP Emissions Technologies, LLC	CHERRY BOMB EXTREME	3,422,698	5/6/2008
AP Emissions Technologies, LLC	CHERRY BOMB ELITE	3,418,125	4/29/2008
AP Emissions Technologies, LLC	CHERRY BOMB and Design	3,422,631	5/6/2008
AP Emissions Technologies, LLC	IMCO	2,281,009	9/28/1999
AP Emissions Technologies, LLC	MVP	2,087,250	8/12/1997
AP Emissions Technologies, LLC	MAREMONT and Design	1,713,448	9/8/1992

Owner	Trademark	Reg. No.	Reg. Date
AP Emissions Technologies, LLC	SUPREME	1,462,723	10/27/1987
AP Emissions Technologies, LLC	PROFESSIONAL PLUS	1,450,641	8/4/1987
AP Emissions Technologies, LLC	SILVER KNIGHT	1,319,247	2/12/1985
AP Emissions Technologies, LLC	SUPER "C"	1,120,455	6/19/1979
AP Emissions Technologies, LLC	CREW CHIEF	1,076,885	11/8/1977
AP Emissions Technologies, LLC	MAREMONT	545,453	7/24/1951
AP Emissions Technologies, LLC	CHERRY BOMB and Design	996,352	10/22/1974
AP Emissions Technologies, LLC	CHERRY BOMB	888,622	3/31/1970
AP Emissions Technologies, LLC	AP EMISSIONS TECHNOLOGIES	5,087,817	11/22/2016
AP Emissions Technologies, LLC	SILVERLINE	5,952,149	1/7/2020
AP Emissions Technologies, LLC	CHERRY BOMB SALUTE	5,429,087	3/20/2018
AP Emissions Technologies, LLC	CHERRY BOMB M-80	5,429,085	3/20/2018
AP Emissions Technologies, LLC	DESIGNED TO FIT, BUILT TO LAST	4,905,823	3/23/2016
AP Emissions Technologies, LLC	DURAFIT	4,878,174	12/29/2015
AP Emissions Technologies, LLC		4,905,738	2/23/2016
AP Emissions Technologies, LLC		5,572,077	9/25/2018
ARISTO, LLC		3,902,423	1/11/2011
ARISTO, LLC	ARISTO	3,902,422	1/11/2011
ARISTO, LLC	GLOBAL MARKET SOLUTIONS	3,930,353	3/15/2011
ARISTO, LLC	BON-X	3,936,125	3/29/2011
ARISTO, LLC	INTELLIGENT CATALYST TECHNOLOGY	3,849,170	9/21/2010
ARISTO, LLC	MISO	3,849,171	9/21/2010
ARISTO, LLC	ARISTO	2,355,994	6/6/2000
AirTek, LLC	OBD II BY DESIGN	4,119,908	4/3/2012
AirTek, LLC	CATCO	1,787,858	8/17/1993
AirTek, LLC	CATCO	1,788,062	8/17/1993

Owner	Trademark	Reg. No.	Reg. Date
AirTek, LLC	ENGINEERED TO LAST	5,429,520	3/20/2018
AirTek, LLC	DIESELTECH ENGINEERED TO LAST	5,429,519	3/20/2018
AirTek, LLC	DIESELTECH	5,192,460	4/25/2017

Pending Trademark Applications:

None.