

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champion Laboratories, Inc.		07/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as ABL Administrative Agent and Collateral Agent		
Street Address:	135 South LaSalle Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4050420	ACE	
Registration Number:	4147269	BUILT TO DO MORE	
Registration Number:	0808484	CHAMP	
Registration Number:	0963571	CHAMP	
Registration Number:	5547178	CHAMPXL	
Registration Number:	3112400	ECORE	
Registration Number:	4818292	EXTREME CLEAN HD	
Registration Number:	2264534	IMPERIAL	
Registration Number:	0970184	KLEENER	
Registration Number:	0951645	LUBERCOOL	
Registration Number:	0897773	LUBER-FINER	
Registration Number:	1163433	LUBER-FINER	
Registration Number:	4147270	LUBER FINER	
Registration Number:	3600762	MXM	
Registration Number:	5276732	MXM NANO TECH	
Registration Number:	2257935	PETRO CLEAR	
Registration Number:	5897270	PETROCLEAR	
Registration Number:	5895172	PETROCLEAR	
Registration Number:	3226590	ROUGHNECK	

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Property Type	Number	Word Mark
Registration Number:	3441220	TOTALTEC
Registration Number:	5928349	VINDETECH
Registration Number:	3058056	ZGARD
Serial Number:	87747308	FINER FLOW WITH PRECISION-PLEAT TECHNOLO

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: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Becky L. Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	08/03/2020

Total Attachments: 10

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 31, 2020, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of BANK OF AMERICA, N.A., as collateral agent (as successor to Goldman Sachs Bank USA) (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FIRST BRANDS GROUP INTERMEDIATE, LLC, a Delaware limited liability company (formerly known as Trico Group Holdings, LLC), FIRST BRANDS GROUP, LLC, a Delaware limited liability company (formerly known as Trico Group, LLC), TRICO LIMITED, a limited company organized under the laws of England and Wales, and TRICO BELGIUM SA, a Belgian limited liability company incorporated under the laws of Belgium, have entered into that certain ABL Credit Agreement dated as of February 2, 2018 (as amended by that certain First Amendment to ABL Credit Agreement, dated as of June 1, 2018, that certain Second Amendment to ABL Credit Agreement, dated as of January 8, 2019, that certain Third Amendment to ABL Credit Agreement, dated as of January 29, 2019, that certain Fourth Amendment to ABL Credit Agreement, dated as of April 18, 2019, that certain Fifth Amendment to ABL Credit Agreement, dated as of the date hereof and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and each other Borrower and Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated as of February 2, 2018 made by the U.S. Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

all Patents (as defined in the Security Agreement) including, without limitation, each Patent set forth in Schedule A hereto;

all Patent Licenses (as defined in the Security Agreement);

all Trademarks (as defined in the Security Agreement) including, without limitation, each Trademark set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law);

all Trademark Licenses (as defined in the Security Agreement);

all Copyrights (as defined in the Security Agreement), including, without limitation, the Copyrights listed in Schedule C hereto;

all Copyright Licenses (as defined in the Security Agreement); and

all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

Excluded Assets. Notwithstanding anything herein alluding to the contrary, none of the Excluded Assets shall constitute Collateral.

Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations of such Grantor under the U.S. Guarantee.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other government officer, as applicable, record this IP Security Agreement.

Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

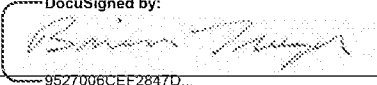
Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement in any Collateral

and the exercise of any right or remedy by the Collateral Agent, with respect to any Collateral hereunder, are subject to (i) the provisions of the ABL Intercreditor Agreement and the (ii) First Lien-Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control. In the event of any conflict between the terms of the First Lien-Second Lien Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the First Lien-Second Lien Intercreditor Agreement shall govern and control.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


CHAMPION LABORATORIES, INC.

DocuSigned by:

By: _____
9527006CEF2847D...
Name: Brian Troyer
Title: General Counsel, EVP & Secretary

Address for Notices:

c/o First Brands Group, LLC
127 Public Square, 5300
Cleveland, OH 44114
Attention: Patrick James

BANK OF AMERICA, N.A., as Collateral Agent

By 
Name: Charles Fairchild
Title: Senior Vice President

Address for Notices:

Bank of America
135 South LaSalle Street, 9th Floor
Chicago, Illinois 60603
Attention: Trico Portfolio Manager

Schedule A

UNITED STATES PATENTS

United States Patents

Grantor	Name of Patent	Application Number	Registration Number
Champion Laboratories, Inc.	FILTER INCLUDING TEMPERATURE AND PRESSURE RESPONSIVE BYPASS	10/045573	6544412
Champion Laboratories, Inc.	END CAP RELIEF VALVE MECHANISM FOR A FILTER	09/820267	6585887
Champion Laboratories, Inc.	DUAL ELEMENT WATER SENSING FUEL DISPENSER FILTER	10/055450	6645373
Champion Laboratories, Inc.	FUEL DISPENSER FILTER WITH REMOVABLE FILTER MEDIA	10/428563	6926827
Champion Laboratories, Inc.	FLUID FILTER ASSEMBLY	10715682	7175761
Champion Laboratories, Inc.	STEPPED FILTER HOUSING	29/232887	D538883
Champion Laboratories, Inc.	FILTER HOUSING	29/243666	D541373
Champion Laboratories, Inc.	ADAPTOR CLIP FOR A FILTER MECHANISM	29/271984	D570675
Champion Laboratories, Inc.	FILTER	29/599938	D827118
Champion Laboratories, Inc.	FILTER	29/599947	D829875
Champion Laboratories, Inc.	FILTER	29/599941	D831812
Champion Laboratories, Inc.	FILTER	29/599945	D849913
Champion Laboratories, Inc.	FILTER	29/599929	D852345

United States Patent Applications

Grantor	Name of Patent	Application Number	File Date	Publication Number	Publication Date
Champion Laboratories, Inc.	FILTER ASSEMBLY	15/847570	12/19/2017	US2018195475	7/12/2018
Champion Laboratories, Inc.	FILTER PACKS, PROCESSES FOR MAKING FILTER PACKS, AND AIR FILTERS COMPRISING FILTER PACKS	15/875551	1/19/2018	US2018207566	7/26/2018

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Champion Laboratories, Inc.	FUEL FILTER WITH ROTATABLE SLEEVE	16/594,973	10/07/2019	US20200108336	04/09/2020
Champion Laboratories, Inc.	FUEL FILTER ASSEMBLY	16/742,605	01/14/2020	US20200224618	07-16-2020

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
Champion Laboratories, Inc.	ACE	85/104,463	08/10/2010	4,050,420	11/01/2011
Champion Laboratories, Inc.	BUILT TO DO MORE	85/104,399	08/10/2010	4,147,269	05/22/2012
Champion Laboratories, Inc.	CHAMP	72/214,612	03/22/1965	808,484	05/17/1966
Champion Laboratories, Inc.	CHAMP	72/424,655	05/17/1972	963,571	07/10/1973
Champion Laboratories, Inc.	CHAMPXL	87/523,530	07/11/2017	5,547,178	08/21/2018
Champion Laboratories, Inc.	ECORE & Design	76/581,813	03/18/2004	3,112,400	07/04/2006
Champion Laboratories, Inc.	EXTREME CLEAN HD	85/840,345	02/04/2013	4,818,292	09/22/2015
Champion Laboratories, Inc.	IMPERIAL	75/450,915	03/16/1998	2,264,534	07/27/1999
Champion Laboratories, Inc.	KLEENER	72/424,668	05/17/1972	970,184	10/09/1973
Champion Laboratories, Inc.	LUBERCOOL	72/407,143	11/08/1971	951,645	01/30/1973
Champion Laboratories, Inc.	LUBER-FINER	72/309,469	10/11/1968	897,773	09/01/1970
Champion Laboratories, Inc.	LUBER-FINER & Design	73/217,804	05/31/1979	1,163,433	08/04/1981
Champion Laboratories, Inc.	LUBER-FINER & Design (New)	85/104,410	08/10/2010	4,147,270	05/22/2012
Champion Laboratories, Inc.	MXM & Design	76/691,690	07/30/2008	3,600,762	04/07/2009
Champion Laboratories, Inc.	MXM NANO TECH	86/440,086	10/30/2014	5,276,732	08/29/2017
Champion Laboratories, Inc.	PETRO CLEAR & Design	75/357,462	09/15/1997	2,257,935	06/29/1999
Champion Laboratories, Inc.	PETROCLEAR	88/433,874	05/16/2019	5,897,270	10/29/2019
Champion Laboratories, Inc.	PETROCLEAR & Design (New)	88/360,818	03/28/2019	5,895,172	10/29/2019
Champion Laboratories, Inc.	ROUGHNECK	76/665,190	08/28/2006	3,226,590	04/10/2007
Champion Laboratories, Inc.	TOTALTEC	76/661,274	06/08/2006	3,441,220	06/03/2008

Champion Laboratories, Inc.	VINDETECH	88/189,825	11/12/2018	5,928,349	12/03/2019
Champion Laboratories, Inc.	ZGARD & Design	76/550,866	10/14/2003	3,058,056	02/07/2006

United States Trademark Applications

Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
Champion Laboratories, Inc.	FINER-FLOW WITH PRECISION- PLEAT TECHNOLOGY & Design	87/747,308	01/08/2018		

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.