

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM599730

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Airtex Products, LP		09/25/2020	Limited Partnership: DELAWARE
Carter Fuel Systems, LLC		09/25/2020	Limited Liability Company: DELAWARE
Trico Products Corporation		09/25/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEFFERIES FINANCE LLC		
<b>Street Address:</b>	520 MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5369748	FUELING YOU FORWARD	
<b>Registration Number:</b>	5323923	CARTER	
<b>Registration Number:</b>	5328460	CARTER	
<b>Registration Number:</b>	4634388	MADE FOR THE AFTERMARKET	
<b>Registration Number:</b>	3526483	MASTER M	
<b>Registration Number:</b>	1121382	AIRTEX	
<b>Registration Number:</b>	1333153	M MASTER	
<b>Registration Number:</b>	5650332		
<b>Registration Number:</b>	5650331	REDI-FIT	
<b>Registration Number:</b>	5137938		
<b>Registration Number:</b>	4923504		
<b>Registration Number:</b>	4914537	GEOCORE	
<b>Registration Number:</b>	4937328	WINTER EXTREME	
<b>Registration Number:</b>	4638165		
<b>Registration Number:</b>	4646188		
<b>Registration Number:</b>	4646187		

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4638164	
Registration Number:	4638163	AEROVENT
Registration Number:	4646185	
Registration Number:	4902289	ARTICULATED CONTACT
Registration Number:	4511162	VISTA
Registration Number:	4429679	TRANSFORM
Registration Number:	4254448	PROFILE
Registration Number:	3277937	CONTOUR
Registration Number:	3162317	RAINY DAY
Registration Number:	3896224	ANCO
Registration Number:	2597999	ANCO
Registration Number:	2748226	AEROVANTAGE
Registration Number:	2620693	THE CLEAREST CHOICE
Registration Number:	2473480	DURA KLEAR
Registration Number:	2545412	KWIK CONNECT
Registration Number:	1582452	AEROVANTAGE
Registration Number:	1050069	ANCO
Registration Number:	1049939	ANCO
Registration Number:	0886221	ANCO
Serial Number:	88879634	RAPID FIT

#### CORRESPONDENCE DATA

Fax Number: 2127352000

*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: 212-735-2811

Email: [mrribando@skadden.com](mailto:mrribando@skadden.com)

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	300230/214
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	09/25/2020

#### Total Attachments: 8

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”) dated September 25, 2020, is made by the Persons listed on the signature page hereof (each, a “Grantor” and, together, the “Grantors”) in favor of JEFFERIES FINANCE LLC (“Jefferies”), as collateral agent (as successor to Credit Suisse AG, Cayman Islands Branch) (in such capacity, and together with any successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FIRST BRANDS GROUP, LLC (formerly known as Trico Group, LLC), a Delaware limited liability company, and FIRST BRANDS GROUP INTERMEDIATE, LLC (formerly known as Trico Group Holdings, LLC), a Delaware limited liability company (“Holdings”), have entered into that certain First Lien Term Loan Agreement, dated as of February 2, 2018 (as amended by that certain Amendment No. 1 to First Lien Term Loan Agreement dated as of October 23, 2018, that certain Amendment No. 2 to First Lien Term Loan Agreement dated as of January 24, 2018, that certain Amendment No. 3 to First Lien Term Loan Agreement dated as of February 26, 2019, that certain Amendment No. 4 to First Lien Term Loan Agreement dated as of May 21, 2020, that certain Amendment No. 5 to First Lien Term Loan Agreement dated as of July 31, 2020 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Jefferies, as Administrative Agent and Collateral Agent, and each other 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, pursuant to the Credit Agreement, Holdings and certain other Persons have executed and delivered that certain First Lien Security Agreement dated as of February 2, 2018 made by such grantors in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and Strongarm, LLC and Trico Products Corporation executed and delivered that certain First Lien Intellectual Property Security Agreement dated as of February 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have become parties to the Security Agreement and have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors and have agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and/or other governmental authorities, as applicable.

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

Section 1.01. 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 each such Grantor’s right, title and interest in, to and under the following, whether now existing or owned or hereafter arising or acquired (the “Additional Collateral”):

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

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

(c) 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 any intent to use Trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d) or “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), 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 such intent to use Trademark application under applicable Law);

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

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

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

(g) 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 each Grantor accruing thereunder or pertaining thereto.

Section 1.02. Excluded Assets. Notwithstanding anything herein alluding to the contrary, none of the Excluded Assets shall constitute Additional Collateral.

Section 1.03. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantors 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 the Grantors under the Guaranty.

Section 1.04. Recordation. The Grantors authorize the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, to record this IP Security Agreement Supplement.

Section 1.05. Execution in Counterparts. This IP Security Agreement Supplement 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 Supplement 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 Supplement.

Section 1.06. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do 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 Additional 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 Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 1.07. Governing Law. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

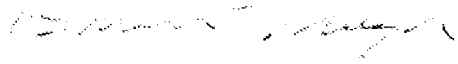

Section 1.08. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement Supplement in any Additional Collateral and the exercise of any right or remedy by the Collateral Agent, with respect to any Additional Collateral hereunder, are subject to (i) the provisions of the ABL Intercreditor Agreement and (ii) the provisions of the First Lien-Second Lien Intercreditor Agreement. In the event of any conflict (i) between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement Supplement, the terms of the ABL Intercreditor Agreement shall govern and control and (ii) 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 page follows]

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

**GRANTORS:**

AIRTEX PRODUCTS, LP  
CARTER FUEL SYSTEMS, LLC  
TRICO PRODUCTS CORPORATION

DocuSigned by:  
  
By:   
Name: Brian Troyer  
Title: General Counsel, EVP & Secretary

Address for Notices:

c/o First Brands Group, LLC  
127 Public Square, 5330  
Cleveland, OH 44114  
Attention: Patrick James

Jefferies Finance LLC,  
as Collateral Agent

By Paul Chisholm

Name: Paul Chisholm

Title: Managing Director

Address for Notices:

Jefferies Finance LLC  
520 Madison Avenue  
New York, NY 10022  
Attention: Account Manager – First Brands



**Schedule A**

**UNITED STATES PATENTS**

None

**Schedule B**

**UNITED STATES TRADEMARKS**

**United States Trademarks**

<b>Grantor</b>	<b>Name of Trademark</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Carter Fuel Systems, LLC	FUELING YOU FORWARD	87477444	5369748	01/02/2018
Carter Fuel Systems, LLC	CARTER & Design	87464403	5323923	10/31/2017
Carter Fuel Systems, LLC	CARTER	87392134	5328460	11/7/2017
Carter Fuel Systems, LLC	MADE FOR THE AFTERMARKET	85870175	3/07/2013	4634388
Carter Fuel Systems, LLC	MASTER M & Design	77278001	9/12/2007	3526483
Carter Fuel Systems, LLC	AIRTEX	73137020	8/09/1977	1121382
Carter Fuel Systems, LLC	M MASTER & Design	73492008	7/27/1984	1333153
Trico Products Corporation	Design Mark	87532439	5650332	01/08/2019
Trico Products Corporation	REDI-FIT	87532235	5650331	01/08/2019
Trico Products Corporation	Design Mark	86320505	5137938	02/07/2017
Trico Products Corporation	Design Mark	86320493	4923504	03/22/2016
Trico Products Corporation	GEOCORE	86320484	4914537	03/08/2016
Trico Products Corporation	WINTER EXTREME	86260388	4937328	04/12/2016
Trico Products Corporation	Design Mark	86038210	4638165	11/11/2014
Trico Products Corporation	Design Mark	86038199	4646188	11/25/2014
Trico Products Corporation	Design Mark	86038193	4646187	11/25/2014
Trico Products Corporation	Design Mark	86038163	4638164	11/11/2014
Trico Products Corporation	AEROVENT	86038146	4638163	11/11/2014
Trico Products Corporation	Design Mark	86038185	4646185	11/25/2014
Trico Products Corporation	ARTICULATED CONTACT	86038179	4902289	02/16/2016
Trico Products Corporation	VISTA	85446881	4511162	04/08/2014
Trico Products Corporation	TRANSFORM	85676726	4429679	11/05/2013
Trico Products Corporation	PROFILE	85158100	4254448	12/04/2012
Trico Products Corporation	CONTOUR	78836372	3277937	08/07/2007
Trico Products Corporation	RAINY DAY	78750004	3162317	10/24/2006
Trico Products Corporation	ANCO	77880046	3896224	12/28/2010
Trico Products Corporation	ANCO	76333743	2597999	07/23/2002
Trico Products Corporation	AEROVANTAGE	76295026	2748226	08/05/2003
Trico Products Corporation	THE CLEAREST CHOICE	76272221	2620693	09/17/2002
Trico Products Corporation	DURA KLEAR	76067345	2473480	07/31/2001
Trico Products Corporation	KWIK CONNECT	76067338	2545412	03/05/2002
Trico Products Corporation	AEROVANTAGE	73782043	1582452	02/13/1990
Trico Products Corporation	ANCO	73071495	1050069	10/12/1976
Trico Products Corporation	ANCO	73071494	1049939	10/12/1976
Trico Products Corporation	ANCO	72330574	0886221	02/17/1970

**United States Trademark Applications**

<b>Grantor</b>	<b>Name of Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>
Carter Fuel Systems, LLC	RAPID FIT	88879634	4/10/2020

**Schedule C**

**UNITED STATES COPYRIGHTS**

**United States Copyrights**

<b>Obligor</b>	<b>Name of Copyright</b>	<b>Registration Number</b>	<b>Registration Date</b>
Airtex Products, LP	Airtex 2007 fuel pumps, in-tank assemblies & fuel strainers : catalog AX07	TX0006458740	10/23/2006
Airtex Products, LP	Airtex AX05 electric and mechanical fuel pumps, in-tank assemblies and fuel strainers	TX0006254531	10/11/2005
Airtex Products, LP	Master 2007 fuel pumps, in-tank assemblies & fuel strainers catalog : FP2007	TX0006453100	10/23/2006
Airtex Products, LP	Master catalog FP2005 domestic and import fuel pumps and assemblies, fuel strainers	TX0006267542	10/11/2005

**United States Copyright Applications**

None.