

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606764

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900577912

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PerTronix, LLC		10/30/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Barings Finance LLC, as Agent
<b>Street Address:</b>	300 S. Tryon Street, Suite 3000
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1160631	IGNITOR
Registration Number:	3452719	FLAME-THROWER
Registration Number:	2107938	FLAME-THROWER
Registration Number:	2748332	SECOND STRIKE
Registration Number:	2597985	SMITHY'S
Registration Number:	3789025	VARAFLOW
Registration Number:	4425496	JBA
Registration Number:	2273526	SPYKE
Registration Number:	2289816	UNLESS YOU'RE THE LEAD DOG, THE VIEW NEV
Registration Number:	5165442	COMPU-FIRE

## CORRESPONDENCE DATA

Fax Number: 7044448857

*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: 7043432104

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Senior Paralegal

Address Line 1: McGuireWoods LLP

TRADEMARK

**Address Line 2:** 201 N. Tryon Street, Suite 3000  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Terry L. Witcher

**SIGNATURE:** /s/ Terry L. Witcher

**DATE SIGNED:** 11/04/2020

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 30, 2020, is made by PerTronix, LLC, a Delaware limited liability company (“Borrower and “Grantor”), in favor of Barings Finance LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Borrower, the lenders from time to time party thereto (the “Lenders”) and the Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, Borrower, Holdings and the Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

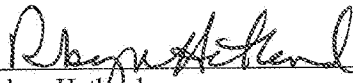
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

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**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.

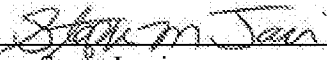
PERTRONIX, LLC

By:   
Name: Robyn Hetland  
Title: Chief Executive Officer

PerTronix, LLC  
Trademark Security Agreement  
Signature Page

**TRADEMARK**  
**REEL: 007095 FRAME: 0617**

BARINGS FINANCE LLC, as Agent

By:   
Name: Steve Jarvis  
Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Trademark</b>	<b>Trademark Number</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
PerTronix, LLC	Ignitor	73/177064	1,160,631	7/14/81
PerTronix, LLC	Flame-Thrower	77/282323	3,452,719	6/24/08
PerTronix, LLC	Flame-Thrower	75/102389	2,107,938	10/21/97
PerTronix, LLC	Second Strike	76/331654	2,748,332	8/5/03
PerTronix, LLC	Smithy's	76/331652	2,597,985	7/23/02
PerTronix, LLC	Varaflow	76/696947	3,789,025	5/18/10
PerTronix, LLC	JBA	85/887095	4,425,496	10/29/13
PerTronix, LLC	SPYKE	75/376956	2,273,526	8/31/99
PerTronix, LLC	UNLESS YOU'RE THE LEAD DOG, THE VIEW NEVER CHANGES!	75/376955	2,289,816	11/2/99
PerTronix, LLC	Compufire	87126424	5165442	3/21/17