

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herbert L. Flake Company, LLC		02/16/2021	Limited Liability Company: DELAWARE
International Key Supply, LLC		02/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW MEXICO		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90310614	[]	
Serial Number:	90310632	[SPS]	
Serial Number:	90310620	[] SECURITY PRO SUPPLY	
Registration Number:	5381537	DURASHELL	
Registration Number:	4885420	KEYLESS2GO	
Registration Number:	5133577	WE DO IT SMARTER	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	11668.460		

CH \$165.00 90310614

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	02/18/2021
Total Attachments: 6 source=AKH - Intellectual Property Security Agreement#page1.tif source=AKH - Intellectual Property Security Agreement#page2.tif source=AKH - Intellectual Property Security Agreement#page3.tif source=AKH - Intellectual Property Security Agreement#page4.tif source=AKH - Intellectual Property Security Agreement#page5.tif source=AKH - Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Ares Capital Corporation, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of November 6, 2020 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of December 22, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Automotive Keys Group, LLC, a Delaware limited liability company (the “Borrower”), Automotive Keys Holdings, Inc., a Delaware corporation (“Holdings”), the other Loan Parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the respective meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of November 6, 2020, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, 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 Registered Intellectual Property included in the Collateral (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all such Registered Intellectual Property consisting of Trademarks, as identified in Schedule 1 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) of any such Registered Intellectual Property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (items described in clauses (a) and (b), collectively, the "Trademark Collateral");

(c) (i) all such Registered Intellectual Property consisting of Patents, as identified in Schedule 2, and (ii) all reissues, divisionals, reexaminations, continuations, continuations-in-part, substitutes, and extensions thereof, all improvements thereon; and

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) of any such Registered Intellectual Property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in (c) and (d), collectively, the "Patent Collateral").

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are

incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

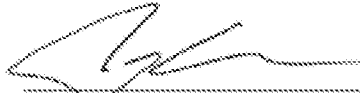
SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

**INTERNATIONAL KEY SUPPLY, LLC
HERBERT L. FLAKE COMPANY, LLC**

By: 
Name: Ayad Sharvit
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,
as the Administrative Agent

By: Penni Roll
Name: Penni Roll
Title: Credit CFO

TRADEMARKS

a. Herbert L. Flake Company, LLC

Mark	Jurisdiction	App. No. App. Date	Reg. No. Reg. Date	Status	Current Owner of Record
[]	U.S.	10-NOV-2020 90310614	n/a	Registered	Herbert L. Flake Company, LLC
[SPS]	U.S.	10-NOV-2020 90310632	n/a	Registered	Herbert L. Flake Company, LLC
[] Security Pro Supply	U.S.	10-NOV-2020 90310620	n/a	Registered	Herbert L. Flake Company, LLC

b. International Key Supply, LLC

Mark	Jurisdiction	App. No. App. Date	Reg. No. Reg. Date	Status	Current Owner of Record
DURASHELL	U.S.	87081103 23-JUN-2016	5381537 16-JAN-2018	Registered	International Key Supply, LLC
Keyless2Go	U.S.	86653460 05-JUN-2015	4885420 12-JAN-2016	Registered	International Key Supply, LLC
WE DO IT SMARTER	U.S.	87086229 28-JUN-2016	5133577 31-JAN-2017	Registered	International Key Supply, LLC