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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Version v1.1 ETAS ID: TM627416

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Redline Products, LLC		02/18/2021	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch as Collateral Agent	
Street Address:	Eleven Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	5406192	TRAILER PARTS PRO BY REDLINE TRAILER REP	
Registration Number:1781863REDLINE TRAILER REPAIR PARTS		REDLINE TRAILER REPAIR PARTS	

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.

Email: rschwartz@paulweiss.com, cmannino@paulweiss.com,

mmcquire@paulweiss.com

Correspondent Name: Rebecca B. Schwartz

Address Line 1: PAUL WEISS RIFKIND WHARTON &GARRISON LLP

Address Line 2: 1285 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10019-6064

NAME OF SUBMITTER:	Rebecca Schwartz
SIGNATURE:	/s/ Rebecca Schwartz
DATE SIGNED:	02/22/2021

Total Attachments: 5

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THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN INTELLECTUAL PROPERTY IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT)

Notice of Grant of Security Interest in Trademarks (Second Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of February 18, 2021 (this "Notice"), made by Redline Products, LLC, a Missouri limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Second Lien), dated as of July 24, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among DexKo Global Inc. (the "U.S. Borrower"), as successor by merger to Dragon Merger Sub, LLC, each subsidiary of the U.S. Borrower identified therein and Credit Suisse AG, Cayman Islands Branch as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

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SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

REDLINE PRODUCTS, LLC

By:

Name: Adam Dexte

Title: Manager

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

as Collateral Agent,

By: ______

Name: Vipul Dhadda

Title: Authorized Signatory

By:

Name: Brady Bingham Title: Authorized Signatory

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Schedule I

to Notice of Grant of Security Interest in Trademarks (Second Lien)

Trademarks Owned by Redline Products, LLC

U.S. Trademark Registrations

<u>Mark</u>	Registration No.	Registration Date
	5406192	2/20/2018
Redline TRAILER REPAIR PARTS	1781863	7/13/1993

Doc#: US1:14497758v3

RECORDED: 02/22/2021

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