

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highline Aftermarket, LLC		03/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86262978	B D	
Serial Number:	86263009	B D	
Serial Number:	77695916	BLUEDEVIL	
Serial Number:	85418550	BLUEDEVIL PRODUCTS	
Serial Number:	86262963	FUEL MD	
Serial Number:	73322556	GOLDFIRE	
Serial Number:	87303281	LIVE LEAK FREE	
Serial Number:	87684479	LIVELEAKFREE	
Serial Number:	87684503	LIVELEAKFREE	
Serial Number:	87940263	PJ1	
Serial Number:	73143251	PJ1	
Serial Number:	86543772	POUR-N-GO!	
Serial Number:	78735347	RED ANGEL A/C STOP LEAK & CONDITIONER	
Serial Number:	76142447	RENEW & PROTECT	
Serial Number:	75883800	SILVERFIRE	
Serial Number:	77944105	WHITE SHEPHERD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		

OP \$415.00 86262978

TRADEMARK

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: 2129061209
Email: JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	045494-0368
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	03/16/2021

Total Attachments: 7
source=Project Fox - First Lien Trademark Security Agreement (3.3.2021) [Executed]_(75147303_1)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Highline Aftermarket, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a First Lien Security Agreement, dated as of November 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent for the Secured Parties, pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (including any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A

hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided that* the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK,

WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HIGHLINE AFTERMARKET, LLC,
as Grantor

By: _____

Name: Philip Gillespie

Title: Chief Financial Officer

[Signature Pages to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007221 FRAME: 0788





JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Kiefer Hotek
Title: Authorized Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Appn. No. / Date	Regn. No. / Date	Owner
B D & Design 	86262978 25-APR-2014	4652384 09-DEC-2014	Highline Aftermarket, LLC
B D & Design 	86263009 25-APR-2014	4676715 20-JAN-2015	Highline Aftermarket, LLC
BLUEDEVIL	77695916 20-MAR-2009	3756877 09-MAR-2010	Highline Aftermarket, LLC
BLUEDEVIL PRODUCTS	85418550 09-SEP-2011	5045759 20-SEP-2016	Highline Aftermarket, LLC
FUEL MD	86262963 25-APR-2014	4676714 20-JAN-2015	Highline Aftermarket, LLC
GOLDFIRE	73322556 07-AUG-1981	1194601 04-MAY-1982	Highline Aftermarket, LLC
LIVE LEAK FREE	87303281 16-JAN-2017	5371515 02-JAN-2018	Highline Aftermarket, LLC
LIVELEAKFREE	87684479 14-NOV-2017	5497540 19-JUN-2018	Highline Aftermarket, LLC

Trademark	Appn. No. / Date	Regn. No. / Date	Owner
LIVELEAKFREE & Design 	87684503 14-NOV-2017	5497543 19-JUN-2018	Highline Aftermarket, LLC
PJ1 & Design 	87940263 29-MAY-2018	5666023 29-JAN-2019	Highline Aftermarket, LLC
PJ1 (Stylized) 	73143251 30-SEP-1977	1090644 09-MAY-1978	Highline Aftermarket, LLC
POUR-N-GO!	86543772 24-FEB-2015	4826808 06-OCT-2015	Highline Aftermarket, LLC
RED ANGEL A/C STOP LEAK & CONDITIONER	78735347 18-OCT-2005	3153707 10-OCT-2006	Highline Aftermarket, LLC
RENEW & PROTECT (Stylized) 	76142447 10-OCT-2000	2573150 28-MAY-2002	Highline Aftermarket, LLC
SILVERFIRE	75883800 03-JAN-2000	2402212 07-NOV-2000	Highline Aftermarket, LLC
WHITE SHEPHERD	77944105 24-FEB-2010	3853518 28-SEP-2010	Highline Aftermarket, LLC