

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM639613

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIRTEX PRODUCTS, L.P.		04/13/2021	Limited Partnership: DELAWARE
BPI HOLDINGS INTERNATIONAL, INC.		04/13/2021	Corporation: DELAWARE
CARTER FUEL SYSTEMS, LLC		04/13/2021	Limited Liability Company: DELAWARE
CWD, LLC		04/13/2021	Limited Liability Company: CALIFORNIA
FRAM GROUP IP LLC		04/13/2021	Limited Liability Company: DELAWARE
STRONGARM, LLC		04/13/2021	Limited Liability Company: OHIO
TRICO PRODUCTS CORPORATION		04/13/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1842689	STRONG ARM
Registration Number:	2337757	STRONGARM
Registration Number:	6235552	
Serial Number:	90468342	TRICO HIGH MILEAGE
Serial Number:	90468335	TRICO ASIAN FIT
Serial Number:	90468328	TRICO TRUCK
Serial Number:	90468320	TRICO SOLUTIONS
Serial Number:	90486568	G CX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90118474	FRAM TRUEAIR
Serial Number:	90141569	FRAM DRIVE

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: mribando@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:	Kendall Ickes
SIGNATURE:	/kendall ickes/
DATE SIGNED:	04/15/2021

Total Attachments: 10

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FIRST LIEN 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 April 13, 2021, is made by each Person listed on the signature page hereof (each a “Grantor” and collectively, the “Grantors”) in favor of JEFFERIES FINANCE LLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FIRST BRANDS GROUP, LLC, a Delaware limited liability company, and FIRST BRANDS GROUP INTERMEDIATE, LLC, a Delaware limited liability company, have entered into that certain First Lien Term Loan Agreement, dated as of February 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with JEFFERIES FINANCE LLC, 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, the Grantors and certain other Persons are parties to that certain First Lien Security Agreement, dated as of February 2, 2018, made by the Grantors and such other Persons 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 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, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1.01 below) of such Grantor and has 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, each Grantor agrees 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 such Grantor’s right, title and interest in and to the following (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 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 the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal 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 the 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 each Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of such Grantor 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 such Grantor under the Guaranty.

Section 1.04. Recordation. Each Grantor authorizes 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. Each Grantor does 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 the provisions of the ABL Intercreditor Agreement. In the event of any conflict 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.

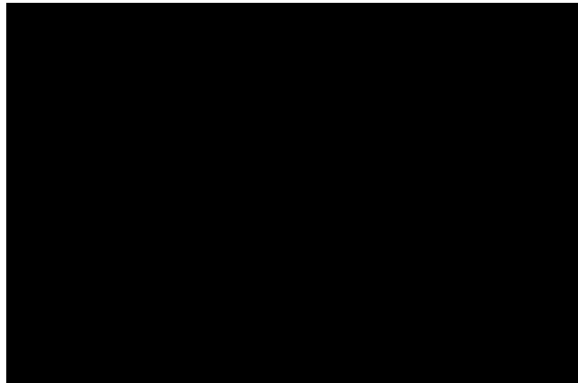
[Signature page follows]

IN WITNESS WHEREOF, each Grantor has 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.

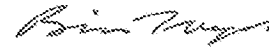
AIRTEX PRODUCTS, L.P., as Grantor

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

Address for Notices:
127 Public Square, Suite 5300
Cleveland, OH 4414




BPI HOLDINGS INTERNATIONAL, INC., as Grantor

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

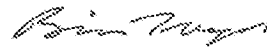
Address for Notices:
127 Public Square, Suite 5300
Cleveland, OH 4414

CARTER FUEL SYSTEMS, LLC, as Grantor

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

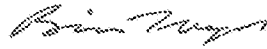
Address for Notices:
127 Public Square, Suite 5110
Cleveland, OH 4414

CWD, LLC, as Grantor

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

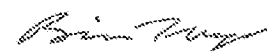
Address for Notices:
127 Public Square, Suite 5300
Cleveland, OH 4414

FRAM GROUP IP LLC, as Grantor

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


Address for Notices:
127 Public Square, Suite 5300
Cleveland, OH 4414

STRONGARM, LLC, as Grantor

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

Address for Notices:
127 Public Square, Suite 5300
Cleveland, OH 4414

TRICO PRODUCTS CORPORATION, as Grantor

By  _____

Name: Brian Troyer

Title: General Counsel, EVP & Secretary

Address for Notices:

127 Public Square, Suite 5300

Cleveland, OH 4414

JEFFERIES FINANCE LLC, as Collateral Agent

By 
Authorized Signatory

Address for Notices:

520 Madison Avenue
New York, New York 10022
Attention: Account Officer – Trico Group
Email: JFIN.Admin@jefferies.com
Facsimile: (212) 284-3444

Schedule A

UNITED STATES PATENTS

United States Patents

<u>Owner</u>	<u>Title</u>	<u>Registration Number</u>
Carter Fuel Systems, LLC	PORTED PRESSURE RELIEF VALVE	6837219
Carter Fuel Systems, LLC	ELECTRIC FUEL PUMP WITH UNIVERSAL RELIEF VALVE INSTALLED IN THE PUMP INLET	6830439
FRAM Group IP LLC	TWO-PIECE RELIEF VALVE COMPONENT	D877298
FRAM Group IP LLC	OIL FILTER FRONT RELIEF VALVE	D844113
FRAM Group IP LLC	ANTI-FOULING SPARK PLUG AND METHOD OF MAKING	8558439

United States Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
FRAM Group IP LLC	FOULING RESISTANT SPARK PLUG	15/863427	1/5/2018
Trico Products Corporation	MULTIPLE POSITION LOCKING WIPER ARM CONNECTOR	16/979965	9/11/2020
Trico Products Corporation	WINDSHIELD WIPER ARM ADAPTER, COUPLER AND ASSEMBLY	16/625630	12/20/2019
Trico Products Corporation	WINDSHIELD WIPER ARM ADAPTER, COUPLER AND ASSEMBLY	16/724120	12/20/2019

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Strongarm, LLC	STRONGARM	1842689
Strongarm, LLC	STRONGARM	2337757
BPI Holdings International, Inc.	Design Only	6235552

United States Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Date Filed</u>
Trico Products Corporation	TRICO HIGH MILEAGE	90468342	1/15/2021
Trico Products Corporation	TRICO ASIAN FIT	90468335	1/15/2021
Trico Products Corporation	TRICO TRUCK	90468328	1/15/2021
Trico Products Corporation	TRICO SOLUTIONS	90468320	1/15/2021
CWD, LLC d/b/a Centric Parts	GCX	90486568	1/25/2021
FRAM Group IP LLC	FRAM TRUEAIR	90118474	8/17/2020
FRAM Group IP LLC	FRAM DRIVE	90141569	8/27/2020

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

<u>Owner</u>	<u>Title</u>	<u>Registration Number</u>
Airtex Products, LP	Airtex 2007 fuel pumps, in-tank assemblies & fuel strainers : catalog AX07	TX0006458740
Airtex Products, LP	Airtex AX05 electric and mechanical fuel pumps, in-tank assemblies and fuel strainers	TX0006254531
Airtex Products, LP	Master 2007 fuel pumps, in-tank assemblies & fuel strainers catalog : FP2007	TX0006453100
Airtex Products, LP	Master catalog FP2005 domestic and import fuel pumps and assemblies, fuel strainers	TX0006267542

[Schedule C]