

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highline Aftermarket, LLC		05/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral 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: 2			
Property Type	Number	Word Mark	
Serial Number:	88496359	TRU-FLATE	
Serial Number:	88130924	K6	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0368		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	05/21/2021		
Total Attachments: 7			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**, dated as of May 21, 2021 (this “**Supplemental Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, together, the “**Grantors**”) 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 Grantors are 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 each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties, and a Trademark Security Agreement, dated as of November 9, 2020 (the “**Trademark Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral;

WHEREAS, the Trademark Collateral includes the Trademarks set forth on Schedule A hereto (the “**Additional Trademarks**”), and the Grantors are required to execute and deliver this Supplemental Trademark Security Agreement for purposes of recording the grant of the security interest in the Additional Trademarks in the United States Patent and Trademark Office (“**USPTO**”).

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

SECTION 1. DEFINED TERMS

Capitalized terms not defined herein shall have the meaning given to them in the Trademark Security Agreement, or if not defined therein, 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, each 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 the following assets and properties (collectively, the “**Additional Trademark Collateral**”):

- (i) the Additional Trademarks; 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 Supplemental 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Additional 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 Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

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

SECTION 5. TERMINATION

This Supplemental Trademark Security Agreement shall terminate and the security interest in the Additional 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 Additional Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Supplemental Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Additional Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS SUPPLEMENTAL 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 Supplemental 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 Supplemental Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Supplemental Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Supplemental 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.

[Remainder of page intentionally left blank]

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


PAW ACQUISITION, LLC,
as a Grantor

By: Philip R. Gillespie
Name: Philip Gillespie
Title: Chief Financial Officer

HIGHLINE
AFTERMARKET, LLC, as a
Grantor

By: Philip R. Gillespie
Name: Philip Gillespie
Title: Chief Financial Officer

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

By: 
Name: Kiefer Hotek
Title: Authorized Officer

SCHEDULE A
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trade mark	Appn. No.	Regn. No.	Regn. Date	Int. Classes	Status	Owner
US	PRIME GUARD	88937434	6284849	2-Mar-2021	5	Registered	PAW Acquisition, LLC
US	TRU-FLATE	88496359	6296052	16-Mar-2021	7	Registered	HIGHLINE AFTERMARKET, LLC
US	K6	88130924	6329248	20-Apr-2021	17	Registered	HIGHLINE AFTERMARKET, LLC