

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676029

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|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP NORTH AMERICA, INC. | | 09/22/2021 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Blue Torch Finance LLC, as administrative agent | | |
| Street Address: | 150 EAST 58TH STREET | | |
| Internal Address: | 18TH FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10155 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3987068 | SAFE-TEC | |
| Registration Number: | 4503065 | SMARTFOIL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123108007 | | |
| <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: | 2123108000 | | |
| Email: | juan.arias@weil.com | | |
| Correspondent Name: | Avni Patel | | |
| Address Line 1: | Weil, Gotshal & Manges LLP | | |
| Address Line 2: | 767 Fifth Avenue | | |
| Address Line 4: | New York, NEW YORK 10153 | | |
| ATTORNEY DOCKET NUMBER: | Avni Patel-27500.0008 | | |
| NAME OF SUBMITTER: | Avni Patel | | |
| SIGNATURE: | /Avni Patel/ | | |
| DATE SIGNED: | 09/22/2021 | | |

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2021 (this “Trademark Security Agreement”), is made by the entity listed on the signature page hereof (the “Grantor”), in favor of Blue Torch Finance LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “Administrative Agent”) for the Lenders and the other Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Term Loan Agreement, dated as of September 22, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among International Automotive Components Group North America, LLC, a limited liability company registered in the Cayman Islands with registration number WC-82 (the “Holdings”), International Automotive Components Group North America, Inc., a Delaware corporation (the “Borrower”), the other Loan Parties party thereto, the Lenders party thereto 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;

WHEREAS, the Grantor has agreed, pursuant to the U.S. Guaranty and Security Agreement dated as of the date hereof, in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations under the Credit Agreement and to secure such guaranteed Obligations; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties and the Administrative Agent to enter into the Credit Agreement and to induce the Secured Parties to make their respective extensions of credit to the Borrower thereunder, the Grantor agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

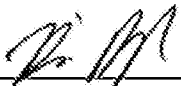
Section 6. Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS TRADEMARK SECURITY AGREEMENT WITHOUT GIVING REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

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.


Very truly yours,

**INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP NORTH AMERICA,
INC.,**
as Grantor

By: 
Name: David Prystash
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

BLUE TORCH FINANCE LLC,
as Administrative Agent

By: 
DocuSigned by:
33D5F77A86E442A
Name: Kevin Genda
Title: Authorized Signor

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

| Company | Country | Trademark | Registration No. | Filing Date | Registration Date |
|---|---------|-----------|------------------|-------------|-------------------|
| International Automotive Components Group North America, Inc. | US | Safe-TEC | 3987068 | 16 Jun 2010 | 28 Jun 2011 |
| International Automotive Components Group North America, Inc. | US | SMARTFOIL | 4503065 | 21 Feb 2013 | 25 Mar 2014 |

B. TRADEMARK APPLICATIONS

| Company | Country | Trademark | Application No. | Application Date |
|---------|---------|-----------|-----------------|------------------|
| N/A | | | | |