

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM689790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Autosplice, Inc.		11/22/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as administrative agent		
Street Address:	159 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: 1			
Property Type	Number	Word Mark	
Registration Number:	1021907	AUTOSPLICE	
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:	AVI TENNENBERG		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	A.Tennenberg -27500.0009		
NAME OF SUBMITTER:	AVI TENNENBERG		
SIGNATURE:	/AVI TENNENBERG/		
DATE SIGNED:	11/22/2021		
Total Attachments: 7			
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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22 day of November, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BLUE TORCH FINANCE LLC**, a Delaware limited liability company ("Blue Torch"), in its capacity as administrative agent for each member of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of November 22, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Financing Agreement") by and among **AUTOSPLICE PARENT, INC.**, a Delaware corporation (the "Parent"), **AUTOSPLICE, INC.**, a New York corporation ("Autosplice"), together with the each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of any Borrower listed as a "Guarantor" on the signature pages thereto (together with the Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and Agent, the Secured Parties has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Financing Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of November 22, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Financing Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right,

title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be

deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AUTOSPLICE, INC., a New York corporation

By: 

Name: Jeff Cartwright

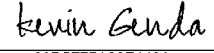
Title: Chief Financial Officer, Treasurer and Secretary

[Signature page to Trademark Security Agreement (Autosplice)]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

BLUE TORCH FINANCE LLC, a Delaware limited liability company

DocuSigned by:
By: 
Name: Kevin Genda
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Registration Date
Autosplice, Inc.	United States	AUTOSPLICE	1021907	10/7/1975
Autosplice, Inc.	Germany	AUTOSPLICE autosplice	39602922	10/23/1997
Autosplice, Inc.	United Kingdom	AUTOSPLICE	UK008011855 59	10/21/2014
Autosplice, Inc.	China	AUTOSPLICE (Cl. 6)	3538584	11/28/2004
Autosplice, Inc.	China	AUTOSPLICE (Cl. 7)	3538583	11/28/2004
Autosplice, Inc.	Hong Kong	AUTOSPLICE	302983799	7/2/2015
Autosplice, Inc.	Hong Kong	AUTOSPLICE	302682586	10/27/2014
Autosplice, Inc.	Indonesia	AUTOSPLICE	IDM00056007 3	1/23/2017
Autosplice, Inc.	Malaysia	AUTOSPLICE	2013010975	11/7/2014
Autosplice, Inc.	WIPO/WO	AUTOSPLICE	1185559	11/11/2013
Autosplice, Inc.	Australia / WO	AUTOSPLICE	1597540 (IR 1185559)	11/11/2013
Autosplice, Inc.	China / WO	AUTOSPLICE	IR 1185559	11/11/2013
Autosplice, Inc.	EU-CTM / WO	AUTOSPLICE	IR 1185559	11/12/2013
Autosplice, Inc.	Japan / WO	AUTOSPLICE	IR 1185559	11/12/2013
Autosplice, Inc.	Korea / WO	AUTOSPLICE	IR 1185559	9/3/2014
Autosplice, Inc.	Mexico / WO	AUTOSPLICE	1578656 (IR 1185559)	10/8/2015
Autosplice, Inc.	Mexico / WO	AUTOSPLICE	1479634 (IR 1185559)	9/9/2014
Autosplice, Inc.	New Zealand / WO	AUTOSPLICE	IR 1185559	5/13/2014
Autosplice, Inc.	Singapore / WO	AUTOSPLICE	T1320609Z (IR 1185559)	11/11/2013

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.