

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AP EMISSIONS TECHNOLOGIES, LLC		04/06/2022	Limited Liability Company: DELAWARE
AIRTEK, LLC		04/06/2022	Limited Liability Company: DELAWARE
ARISTO, LLC		04/06/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	THE NORTHERN TRUST COMPANY, as administrative agent
Street Address:	50 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Illinois State Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1567021	XLERATOR
Registration Number:	1528145	ANSA
Registration Number:	2846018	TRUCKEX
Registration Number:	5952149	SILVERLINE
Registration Number:	0888622	CHERRY BOMB
Registration Number:	2281009	IMCO
Registration Number:	1151635	ANSA MARMITTE
Registration Number:	3175898	AP
Registration Number:	3429096	MSL MAXIMUM
Registration Number:	3545676	ENFORCER
Registration Number:	3944422	CLEAN BY DESIGN
Registration Number:	4315162	ANSA
Registration Number:	4494393	MARMITTE ANSA
Registration Number:	3530773	DISTURBING THE PEACE SINCE 1968
Registration Number:	3430886	CHERRY BOMB VORTEX

OP \$1590.00 1567021

Property Type	Number	Word Mark
Registration Number:	3422700	CHERRY BOMB TURBO
Registration Number:	3422699	CHERRY BOMB PRO
Registration Number:	3418126	CHERRY BOMB GLASSPACK
Registration Number:	3422698	CHERRY BOMB EXTREME
Registration Number:	3418125	CHERRY BOMB ELITE
Registration Number:	0996352	CHERRY BOMB
Registration Number:	3422631	CHERRY BOMB CHERRY BOMB
Registration Number:	2087250	MVP
Registration Number:	1713448	MAREMONT
Registration Number:	0545453	MAREMONT
Registration Number:	1076885	CREW CHIEF
Registration Number:	1319247	SILVER KNIGHT
Registration Number:	1450641	PROFESSIONAL PLUS
Registration Number:	1462723	SUPREME
Registration Number:	5087817	AP EMISSIONS TECHNOLOGIES
Registration Number:	2502113	THE SOUND OF ACCELERATION
Registration Number:	2426736	BIG MAX
Registration Number:	2493182	XLERATOR PERFORMANCE EXHAUST
Registration Number:	2426735	CHALLENGE PREMIUM MUFFLER LINE
Registration Number:	2426737	CHALLENGE
Registration Number:	2037427	MAX-FIT
Registration Number:	1604348	MODULARAK
Registration Number:	1649420	SILENTONE PLUS
Registration Number:	4905738	DURA FIT OEM REPLACEMENT EMISSION TECHNO
Registration Number:	4905823	DESIGNED TO FIT. BUILT TO LAST.
Registration Number:	5572077	PROFESSIONAL TECH'S CHOICE OBDII - CATAL
Registration Number:	5429085	CHERRY BOMB M-80
Registration Number:	4878174	DURAFIT
Registration Number:	3159602	AP
Registration Number:	1269748	MSL
Registration Number:	1516307	MSL BIG MAX
Registration Number:	5429087	CHERRY BOMB SALUTE
Registration Number:	1317984	SILENTONE
Registration Number:	1120455	SUPER "C"
Serial Number:	90059501	DPF WORX
Registration Number:	2355994	ARISTO
Registration Number:	3849170	INTELLIGENT CATALYST TECHNOLOGY
Registration Number:	3902422	ARISTO

Property Type	Number	Word Mark
Registration Number:	3902423	ARISTO
Registration Number:	3930353	GLOBAL MARKET SOLUTIONS
Registration Number:	3936125	BON-X
Registration Number:	3849171	MISO
Registration Number:	1788062	CATCO
Registration Number:	5429520	ENGINEERED TO LAST
Registration Number:	4119908	OBD II BY DESIGN
Registration Number:	1787858	CATCO
Registration Number:	5429519	DIESELTECH ENGINEERED TO LAST
Registration Number:	5192460	DIESELTECH

CORRESPONDENCE DATA

Fax Number: 3129843150

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: 312-984-3100

Email: trademarks@bfkn.com

Correspondent Name: Scott J. Slavick

Address Line 1: 200 W. Madison Street, Suite 3900

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Scott J. Slavick
SIGNATURE:	/Scott J. Slavick/
DATE SIGNED:	05/09/2022

Total Attachments: 11

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TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

This Trademark, Patent and Copyright Security Agreement (this "Security Agreement") is made this 6th day of April, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **THE NORTHERN TRUST COMPANY**, as administrative agent for the Lenders (as defined below) ("Agent").

RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement dated as of April 6, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among APACE Holding Company LLC, a Delaware limited liability company ("Parent"), and AP Emissions Technologies, LLC, a Delaware limited liability company (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Lenders party thereto ("Lenders") and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

B. Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the Related Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent for the benefit of Lenders this Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant and Reaffirmation of Security Interest in Patents, Trademarks and Copyrights.** To secure the complete and timely payment and satisfaction of the Liabilities, each Grantor hereby grants to the Agent for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Collateral Documents, a continuing security interest in such Grantor's entire right, title and interest in and to the following (collectively, the "Intellectual Property"):

(a) All of its now owned or existing and hereafter acquired or arising patents and patent applications, including without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing;

(b) All of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule B attached hereto and made a part hereof and the trademarks, and renewals thereof; all rights corresponding to any of the foregoing throughout the world and the goodwill of such Grantor's business connected with the use of and symbolized by the trademarks;

(c) All of its now owned or existing and hereafter acquired or arising copyrights, whether registered or unregistered, owned by the Grantor, including, without limitation, copyrights in computer software, internet web sites and the content thereof, including, without limitation, each copyright registration and application therefor, listed on Schedule C attached hereto and made a part hereof, all registrations and applications for registration for any copyright, together with all extensions and renewals, and 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 such Grantor accruing thereunder or pertaining thereto; and

(d) All income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. **Restrictions On Future Agreements.** Except as otherwise set forth herein, each Grantor agrees that until the Liabilities (other than contingent indemnification obligations) shall have been satisfied in full, such Grantor shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Intellectual Property or enter into any other agreement with respect to any Intellectual Property which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement. For the avoidance of doubt, this Security Agreement does not limit or affect Grantor's right to grant nonexclusive licenses to third parties to use any of the Intellectual Property or to enter into coexistence agreements or settlement agreements with respect to any of the Intellectual Property in the ordinary course of business.

4. **New Intellectual Property.** Each Grantor represents and warrants that, based on a diligent investigation by Grantor, the Intellectual Property listed on the Schedules hereto constitute all of the federally registered Intellectual Property, and federal applications for registration of Intellectual Property (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Grantor. If, before the Liabilities (other than contingent indemnification obligations) shall have been satisfied in full, such Grantor shall (i) become aware of any existing Intellectual Property (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) of which such Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Intellectual Property (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Grantor shall give to Agent prompt written notice thereof. Such Grantor hereby authorizes the Agent to modify this Security Agreement by amending the applicable Schedule hereto to include any such Intellectual Property.

5. **Term.** The term of this Security Agreement shall extend until the payment in full of the Liabilities (other than contingent indemnification obligations) and the termination of the Credit Agreement.

6. **Release Of Security Interest.** This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities (other than contingent indemnification obligations), the Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby.

7. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantors. All out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property or in

defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property shall be borne by and paid by Grantors and until paid shall constitute Liabilities.

8. **Duties Of Grantors.** Each Grantor shall have the duty (i) to file and prosecute diligently, to the extent determined by such Grantor to be commercially reasonable, any patent and trademark applications pending as of the date hereof or hereafter until the Liabilities (other than contingent indemnification obligations) shall have been paid in full, (ii) to preserve and maintain all rights in the Intellectual Property, to the extent determined by such Grantor to be commercially reasonable and (iii) to ensure that the Intellectual Property is and remains enforceable, to the extent determined by such Grantor to be commercially reasonable in such Grantor's discretion. Any expenses incurred in connection with the obligations under this Section 8 shall be borne by Grantors.

9. **Agent's Right to Sue.** After the occurrence and during the continuance of an Event of Default and without limitation of any of its rights under the Collateral Documents, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and, if the Agent shall commence any such suit, Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 9.

10. **Rights Under Security Agreements.** This Security Agreement has been granted in conjunction with the security interest granted to Agent under the applicable Collateral Documents executed and delivered by the Grantors. The rights and remedies of Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

11. **Waivers.** No course of dealing between Grantors and the Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

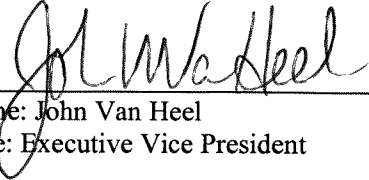
13. **Choice of Law, Jurisdiction and Venue, Waiver of Jury Trial.** This Agreement shall be: (i) governed by and construed in accordance with the internal law of the State of Illinois; and (ii) deemed to have been executed in the State of Illinois. THIS SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION AND VENUE AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 23 AND 24 OF THE CREDIT AGREEMENT AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

(Signature page follows)

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

GRANTORS:

AP EMISSIONS TECHNOLOGIES, LLC,
AIRTEK, LLC,
ARISTO, LLC,
each a Delaware limited liability company

By: 
Name: John Van Heel
Title: Executive Vice President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

THE NORTHERN TRUST COMPANY, as
administrative agent for the Lenders

By: _____
Name: _____
Title: _____

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

GRANTORS:

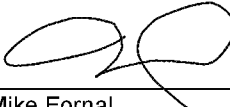
AP EMISSIONS TECHNOLOGIES, LLC,
AIRTEK, LLC,
ARISTO, LLC,
each a Delaware limited liability company

By: _____
Name: John Van Heel
Title: Executive Vice President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

THE NORTHERN TRUST COMPANY, as
administrative agent for the Lenders

By:  _____
Name: Mike Fornal
Title: Senior Vice President

SCHEDULE A
to
SECURITY AGREEMENT

Patents

None.

SCHEDULE B
to
SECURITY AGREEMENT

Trademarks

See Attached.

Intellectual Property

Trademark Registrations and Applications:

Mark	Status	Reg/App. No.	Date Issued	Country
AP EMISSIONS				
XLERATOR	Registered	1,567,021	11/21/1989	US
ANSA	Registered	1,528,145	3/7/1989	US
TRUCKEX	Registered	2,846,018	5/25/2004	US
SILVERLINE	Registered	5,952,149	1/7/2020	US
CHERRY BOMB	Registered	0,888,622	3/31/1970	US
IMCO	Registered	2,281,009	9/28/1999	US
ANSA MARMITTE and Design	Registered	1,151,635	4/21/1981	US
AP (stylized)	Registered	3,175,898	11/28/2006	US
MSL MAXIMUM	Registered	3,429,096	5/20/2008	US
ENFORCER	Registered	3,545,676	12/16/2008	US
CLEAN BY DESIGN	Registered	3,944,422	4/12/2011	US
ANSA	Registered	4,315,162	4/9/2013	US
MARMITTE ANSA and Design	Registered	4,494,393	3/11/2014	US
DISTURBING THE PEACE SINCE 1968	Registered	3,530,773	11/11/2008	US
CHERRY BOMB VORTEX	Registered	3,430,886	5/20/2008	US
CHERRY BOMB TURBO	Registered	3,422,700	5/6/2008	US
CHERRY BOMB PRO	Registered	3,422,699	5/6/2008	US
CHERRY BOMB GLASSPACK	Registered	3,418,126	4/29/2008	US
CHERRY BOMB EXTREME	Registered	3,422,698	5/6/2008	US
CHERRY BOMB ELITE	Registered	3,418,125	4/29/2008	US
CHERRY BOMB and Design	Registered	0,996,352	10/22/1974	US
CHERRY BOMB CHERRY BOMB	Registered	3,422,631	5/6/2008	US
MVP	Registered	2,087,250	8/12/1997	US
MAREMONT (stylized)	Registered	1,713,448	9/8/1992	US

Mark	Status	Reg/App. No.	Date Issued	Country
MAREMONT	Registered	545,453	7/24/1951	US
CREW CHIEF	Registered	1,076,885	11/8/1977	US
SILVER KNIGHT	Registered	1,319,247	2/12/1985	US
PROFESSIONAL PLUS	Registered	1,450,641	8/4/1987	US
SUPREME	Registered	1,462,723	10/27/1987	US
AP EMISSIONS TECHNOLOGIES	Registered	5,087,817	11/22/2016	US
THE SOUND OF ACCELERATION	Registered	2,502,113	10/30/2001	US
BIG MAX	Registered	2,426,736	2/6/2001	US
XLERATOR PERFORMANCE EXHAUST and Design	Registered	2,493,182	9/25/2001	US
CHALLENGE PREMIUM MUFFLER LINE	Registered	2,426,735	2/6/2001	US
CHALLENGE	Registered	2,426,737	2/6/2001	US
MAX-FIT	Registered	2,037,427	2/11/1997	US
MODULARAK & Design	Registered	1,604,348	7/3/1990	US
SILENTONE PLUS	Registered	1,649,420	7/2/1991	US
DURA FIT OEM Replacement Emission Technologies	Registered	4,905,738	2/23/2016	US
DESIGNED TO FIT. BUILT TO LAST.	Registered	4,905,823	2/23/2016	US
PROFESSIONAL TECH'S CHOICE OBDII- CATALYTIC CONVERTER and Design	Registered	5,572,077	9/25/2018	US
CHERRY BOMB M-80	Registered	5,429,085	3/20/2018	US
DURAFIT	Registered	4,878,174	12/29/2015	US
AP	Registered	3,159,602	10/17/2006	US
MSL	Registered	1,269,748	3/13/1984	US
MSL BIG MAX	Registered	1,516,307	12/13/1988	US
CHERRY BOMB SALUTE	Registered	5,429,087	3/20/2018	US
SILENTONE	Registered	1,317,984	2/5/1985	US
SUPER "C"	Registered	1,120,455	06/19/79	US
DPFWORX	Pending	90059501		US

Mark	Status	Reg/App. No.	Date Issued	Country
ARISTO				
ARISTO	Registered	2,355,994	6/6/2000	US
INTELLIGENT CATALYST TECHNOLOGY	Registered	3,849,170	9/21/2010	US
ARISTO	Registered	3,902,422	1/11/2011	US
ARISTO and Design	Registered	3,902,423	1/11/2011	US
GLOBAL MARKET SOLUTIONS	Registered	3,930,353	3/15/2011	US
BON-X	Registered	3,936,125	3/29/2011	US
MISO	Registered	3,849,171	9/21/2010	US
AIRTEK				
CATCO	Registered	1,788,062	8/17/1993	US
ENGINEERED TO LAST	Registered	5,429,520	3/20/2018	US
OBD II BY DESIGN	Registered	4,119,908	4/3/2012	US
CATCO	Registered	1,787,858	8/17/1993	US
DIESELTECH ENGINEERED TO LAST	Registered	5,429,519	3/20/2018	US
DIESELTECH	Registered	5,192,460	4/25/2017	US

SCHEDULE C
to
SECURITY AGREEMENT

Copyrights

None.