

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM740922

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment to Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANNALY MIDDLE MARKET LENDING LLC, AS ADMINISTRATIVE AND COLLATERAL AGENT FOR THE SECURED PARTIES		06/29/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC as Administrative and Collateral Agent		
<b>Street Address:</b>	430 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	6254286	LOC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman (KER)		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	07/13/2022		
<b>Total Attachments: 5</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of June 29, 2022, is by **ANNALY MIDDLE MARKET LENDING LLC** (individually, “**Annaly**”), acting in its capacity as the current and resigning administrative and collateral agent under the Credit Agreement (as defined below) (in such capacity, the “**Retiring Agent**”), **CHURCHILL AGENCY SERVICES LLC** (individually, “**Churchill**”), acting in its capacity as the successor administrative agent and collateral agent under the Credit Agreement (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, in connection with that certain Credit Agreement dated as of December 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Prime Buyer, L.L.C., a Delaware limited liability company (the “**Borrower**”), CP Prime Intermediate II, L.L.C., a Delaware limited liability company (“**Holdings**”), the Retiring Agent, each L/C Issuer (as defined therein) from time to time party thereto and each lender from time to time party thereto, Loc Performance Products, LLC, a Michigan limited liability company, as “**Grantor**”, and Retiring Agent are parties to those certain intellectual property security agreement identified in Exhibit A attached hereto (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Amendment No. 2 to Credit Agreement and Resignation, Consent and Appointment Agreement, dated as of the date hereof, by and among the Borrower, Holdings, the other Guarantors (as defined in the Credit Agreement) party thereto, each Lender party thereto, the Retiring Agent and the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement in its capacity as collateral agent and, if applicable, administrative agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, and Successor Agent hereby assumes, all of Retiring Agent’s rights, title and interest in and to, and obligations under, the Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**ANNALY MIDDLE MARKET  
LENDING LLC**

By: CL Vanni  
Name: Christian Vanni  
Title: Authorized Signatory

By: [Signature]  
Name: Jason Anderson  
Title: Authorized Signatory

**SUCCESSOR AGENT:**

**CHURCHILL AGENCY SERVICES  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**ANNALY MIDDLE MARKET  
LENDING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUCCESSOR AGENT:**

**CHURCHILL AGENCY SERVICES  
LLC**

By: Mark Tamburello  
Name: Mark Tamburello  
Title: Managing Director

## EXHIBIT A


Intellectual Property Security Agreement dated as of December 22, 2020, and filed with the United States Patent and Trademark Office on December 22, 2020 at Reel 054724, Frame 0560 and at Reel 7144, Frame 0379.

EXHIBIT B

Copyrights

None.

Trademarks

Trademark	Jurisdiction	Status	App. Number	App. Date	Reg. Number	Reg. Date	Owner
LOC and design  Word Mark LOC	United States	Live	88625458	9/20/2019	6254286	01/26/2021	Loc Performance Products, LLC (as successor-in-interest to Loc Performance Products, Inc.)

Patents

Patent	Jurisdiction	App. Number	App. Date	Reg. Number	Reg. Date	Owner
Transmission with Dual Bi-Directional Input and Single Bi-Directional Output	United States	16/401,989	5/2/2019	11,193,558	12/7/2021	Loc Performance Products, LLC (as successor-in-interest to Loc Performance Products, Inc.)