

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BBB Industries, LLC		07/25/2022	Limited Liability Company: DELAWARE
Remy Power Products, LLC		07/25/2022	Limited Liability Company: DELAWARE
World Wide Automotive, L.L.C.		07/25/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	3144495	ATSCO	
Registration Number:	3649690	BBB INDUSTRIES	
Registration Number:	3470275	BBB INDUSTRIES	
Registration Number:	3477462	BBB INDUSTRIES	
Registration Number:	3371726	BBB INDUSTRIES	
Registration Number:	6403828	ENDURANCE QUALITY CERTIFIED	
Registration Number:	6687137	ENDURANCE QUALITY CERTIFIED	
Registration Number:	6634030	ENDURANCE QUALITY CERTIFIED	
Registration Number:	5962103	GOLD PREMIER	
Registration Number:	5711009	NEW ADVANTAGE	
Registration Number:	5711010	NEW ADVANTAGE	
Registration Number:	5711011	NEW ADVANTAGE	
Registration Number:	3878351	NUGEON	
Registration Number:	3343252	OCA	
Registration Number:	6197292	OE-TURBO POWER	

CH \$1065.00 3144495

Property Type	Number	Word Mark
Registration Number:	6145837	OE-TURBO POWER
Registration Number:	6278441	OE-TURBO POWER
Registration Number:	6171504	OE-TURBO POWER
Registration Number:	6044201	OE-TURBOPOWER
Registration Number:	5892119	PLATINUM
Registration Number:	5711297	PLATINUM
Registration Number:	5528077	PLATINUM
Registration Number:	5380727	PLATINUM
Registration Number:	5904065	PROTECH CERTIFIED
Registration Number:	5915632	PROTECH CERTIFIED
Registration Number:	5072717	QRC
Registration Number:	4983979	QRC REMAN
Registration Number:	5808733	SUPERIOR
Registration Number:	5461019	SUPERIOR
Registration Number:	5532087	SUPERIOR
Registration Number:	5716123	SUPERIOR ENGINE PARTS
Registration Number:	5835512	SUPERIOR1
Registration Number:	5835513	SUPERIOR1
Registration Number:	5908662	TECHSHIELD 360
Registration Number:	4716106	TURBOSUPPLY
Registration Number:	5729486	VISION-OE
Registration Number:	5711298	VISION-OE
Registration Number:	4913885	VISION-OE
Registration Number:	1225738	WILSON
Registration Number:	2637229	NEW GOLD
Registration Number:	2618176	PRIDEMARK
Registration Number:	2609799	WORLD WIDE AUTOMOTIVE

CORRESPONDENCE DATA

Fax Number:

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: 2128192511

Email: iprecordations@whitecase.com

Correspondent Name: Kate Andes/ White & Case LLP

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1107993-0306-CM65

NAME OF SUBMITTER: Kate Andes

SIGNATURE:	/Kate Andes/
DATE SIGNED:	07/25/2022
Total Attachments: 11 source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page1.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page2.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page3.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page4.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page5.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page6.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page7.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page8.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page9.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page10.tif source=EXECUTED - Project Cenos - Second Lien IP Security Agreement (July-25-22)#page11.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated July 25, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Goldman Sachs Bank USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Burgess Point Purchaser Corporation, a Delaware corporation (the “Borrower”) and Burgess Point Intermediate, Inc., a Delaware corporation (“Holdings”) have entered into the Second Lien Term Loan Credit Agreement, dated as of July 25, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of July 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, to the extent constituting Collateral, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- a. each Patent registration or application thereof owned by the Grantor and identified in Schedule A hereto;
- b. each Trademark registration or application thereof owned by Grantor and identified in Schedule B hereto;

c. each Copyright registration or application therefor owned by the Grantor and identified in Schedule C hereto;

d. all exclusive licenses to U.S. registered Copyrights, including, without limitation, each exclusive Copyright License to which the Grantor is a party and identified in Schedule C hereto; and

e. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This Agreement may be executed in any number of 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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF RIGHT TO TRIAL BY JURY) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

G. Intercreditor Agreement. Section 23 (INTERCREDITOR AGREEMENT) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW]

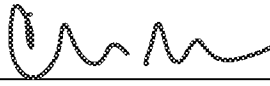
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BBB INDUSTRIES, LLC,
a Delaware limited liability company
REMY POWER PRODUCTS, LLC,
a Delaware limited liability company
WORLD WIDE AUTOMOTIVE, LLC.,
a Virginia limited liability company

By: 
Name: Duncan Gillis
Title: Chief Executive Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]

GOLDMAN SACHS BANK USA, as Collateral
Agent

By: 
Name: Charles Johnston
Title: Authorized Signatory






Schedule A

Patents

Title	Application No.	Filing Date	Patent No.	Issue Date	Status	Owner
Internal magnetic filter for hydraulic systems	14/688,065	2015-04-16	US9457300	2016-10-04	Granted	BBB Industries, LLC
Internal magnetic filter for hydraulic systems	13/558,452	2012-07-26	US9028686	2015-05-12	Granted	BBB Industries, LLC



Schedule B

Trademarks

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
ATSCO	78583724	09-MAR-2005	3144495	19-SEP-2006	Registered	BBB Industries, LLC
BBB INDUSTRIES	77487062	30-MAY-2008	3649690	07-JUL-2009	Registered	BBB Industries, LLC
BBB INDUSTRIES	77128614	12-MAR-2007	3470275	22-JUL-2008	Registered	BBB Industries, LLC
BBB INDUSTRIES (and Design) 	77126625	09-MAR-2007	3477462	29-JUL-2008	Registered	BBB Industries, LLC
BBB INDUSTRIES (and Design) 	77126628	09-MAR-2007	3371726	22-JAN-2008	Registered	BBB Industries, LLC
ENDURANCE QUALITY CERTIFIED (and Design) 	87734546	26-DEC-2017	6403828	29-JUN-2021	Registered	BBB Industries, LLC
ENDURANCE QUALITY CERTIFIED (and Design) 	87734552	26-DEC-2017	6687137	29-MAR-2022	Registered	BBB Industries, LLC
ENDURANCE QUALITY CERTIFIED (and Design) 	87734555	26-DEC-2017	6634030	01-FEB-2022	Registered	BBB Industries, LLC
GOLD PREMIER	87743063	04-JAN-2018	5962103	14-JAN-2020	Registered	BBB Industries, LLC

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
NEW ADVANTAGE (and Design) 	87743136	04-JAN-2018	5711009	26-MAR-2019	Registered	BBB Industries, LLC
NEW ADVANTAGE (and Design) 	87743139	04-JAN-2018	5711010	26-MAR-2019	Registered	BBB Industries, LLC
NEW ADVANTAGE (and Design) 	87743142	04-JAN-2018	5711011	26-MAR-2019	Registered	BBB Industries, LLC
NUGEON	76689470	09-MAY-2008	3878351	23-NOV-2010	Registered	BBB Industries, LLC
OCA (and Design) 	77126623	09-MAR-2007	3343252	27-NOV-2007	Registered	BBB Industries, LLC
OE-TURBO POWER	88717572	06-DEC-2019	6197292	10-NOV-2020	Registered	BBB Industries, LLC
OE-TURBO POWER (and Design) 	88717570	06-DEC-2019	6145837	08-SEP-2020	Registered	BBB Industries, LLC
OE-TURBO POWER (and Design) 	88286597	01-FEB-2019	6278441	23-FEB-2021	Registered	BBB Industries, LLC
OE-TURBOPOWER	87831042	12-MAR-2018	6171504	06-OCT-2020	Registered	BBB Industries, LLC
OE-TURBOPOWER	87831047	12-MAR-2018	6044201	28-APR-2020	Registered	BBB Industries, LLC
PLATINUM (and Design) 	87831030	12-MAR-2018	5892119	22-OCT-2019	Registered	BBB Industries, LLC

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
PLATINUM (and Design) 	87831029	12-MAR-2018	5711297	26-MAR-2019	Registered	BBB Industries, LLC
PLATINUM (and Design) 	87560048	08-AUG-2017	5528077	31-JUL-2018	Registered	BBB Industries, LLC
PLATINUM (and Design) 	87560051	08-AUG-2017	5380727	16-JAN-2018	Registered	BBB Industries, LLC
PROTECH CERTIFIED	87831039	12-MAR-2018	5904065	05-NOV-2019	Registered	BBB Industries, LLC
PROTECH CERTIFIED	87831041	12-MAR-2018	5915632	19-NOV-2019	Registered	BBB Industries, LLC
QRC	86950646	23-MAR-2016	5072717	01-NOV-2016	Registered	BBB Industries, LLC
QRC REMAN (and Design) 	86379843	28-AUG-2014	4983979	21-JUN-2016	Registered	BBB Industries, LLC
SUPERIOR (and Design) 	87831031	12-MAR-2018	5808733	16-JUL-2019	Registered	BBB Industries, LLC
SUPERIOR (and Design) 	87560061	08-AUG-2017	5461019	01-MAY-2018	Registered	BBB Industries, LLC
SUPERIOR (and Design) 	87560063	08-AUG-2017	5532087	31-JUL-2018	Registered	BBB Industries, LLC
SUPERIOR ENGINE PARTS (and Design) 	87307205	19-JAN-2017	5716123	02-APR-2019	Registered	BBB Industries, LLC

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
SUPERIORI	87743093	04-JAN-2018	5835512	13-AUG-2019	Registered	BBB Industries, LLC
SUPERIORI (and Design) 	87743156	04-JAN-2018	5835513	13-AUG-2019	Registered	BBB Industries, LLC
TECHSHIELD 360	87560073	08-AUG-2018	5908662	12-NOV-2019	Registered	BBB Industries, LLC
TURBOSUPPLY	86378238	27-AUG-2014	4716106	07-APR-2015	Registered	BBB Industries, LLC
VISION-OE	87831037	12-MAR-2018	5729486	16-APR-2019	Registered	BBB Industries, LLC
VISION-OE	87831038	12-MAR-2018	5711298	26-MAR-2019	Registered	BBB Industries, LLC
VISION-OE	85047508	25-MAY-2010	4913885	08-MAR-2016	Registered	BBB Industries, LLC
WILSON (and Design) 	73281628	14-OCT-1980	1225738	01-FEB-1983	Registered	BBB Industries, LLC
NEW GOLD	76298051	09-AUG-2001	2637229	15-OCT-2002	Registered	Remy Power Products, LLC
PRIDEMARK	76348674	13-DEC-2001	2618176	10-SEP-2002	Registered	World Wide Automotive, L.L.C
WORLD WIDE AUTOMOTIVE	76344800	04-DEC-2001	2609799	20-AUG-2002	Registered	World Wide Automotive, L.L.C

Schedule C

Copyrights

Title	Registration No.	Registration Date	Owner
King Kalipers, Inc.: 1983	TX0003167407	1991-09-30	BBB Industries, LLC
The Kustom built Kaliper line	TX0003209303	1991-09-30	BBB Industries, LLC
King Kalipers, Inc., remanufactured: 1985	TX0003157972	1991-09-30	BBB Industries, LLC
King Kalipers, Inc., remanufactured: 1987	TX0003157980	1991-09-30	BBB Industries, LLC
King Kalipers remanufactured: 1989	TX0003157981	1991-09-30	BBB Industries, LLC
King Kalipers remanufactured American & foreign: 1976	TX0003294443	1991-10-01	BBB Industries, LLC
The Kustom built Kaliper line: 1978	TX0003321943	1991-10-01	BBB Industries, LLC
Caliper encyclopedia, 1992: catalog	TX0003412979	1992-09-16	BBB Industries, LLC
King Kalipers encyclopedia	TX0004094867	1995-08-07	BBB Industries, LLC
King Kalipers encyclopedia, 1998	TX0004984436	1999-09-07	BBB Industries, LLC
King Kalipers encyclopedia, 1999	TX0005065008	1999-09-07	BBB Industries, LLC
King Kalipers light and medium duty trucks, buses & severe service vehicles	TX0005060107	1999-09-16	BBB Industries, LLC
Air disc, off-road & industrial disc brake calipers	TX0005072763	1999-09-17	BBB Industries, LLC
King Kalipers encyclopedia, 2002	TX0005563761	2002-06-04	BBB Industries, LLC
King Kalipers encyclopedia 2008	TX0006975559	2009-09-22	BBB Industries, LLC
King Kalipers encyclopedia 2010	TX0007364969	2011-04-25	BBB Industries, LLC
Application guide for import alternators & starters / World Wide Automotive.	CSN0075701	1988	World Wide Automotive, L.L.C.
Application guide for import alternators & starters / World Wide Automotive.	CSN0075701	1987	World Wide Automotive, L.L.C.