TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM755074

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGS AUTOMOTIVE SOLUTIONS HOLDINGS LLC		07/11/2022	Limited Liability Company: DELAWARE
AGS COMPANY AUTOMOTIVE SOLUTIONS LLC		07/11/2022	Limited Liability Company: DELAWARE
AGS I-PROP, LLC		07/11/2022	Limited Liability Company: MICHIGAN
LIFETIME LINES LLC		07/11/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MUZINICH BDC, INC.
Street Address:	450 PARK AVENUE, 18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	71413881	RUGLYDE
Registration Number:	0709149	RUGLYDE
Registration Number:	0533714	DOOR-EASE
Registration Number:	0586597	LOCK-EASE
Registration Number:	0670500	CUT-EASE
Registration Number:	0681697	SIL-GLYDE
Registration Number:	0737420	KABLE-EASE
Registration Number:	0820603	LITH-EASE
Registration Number:	0993649	ZIPPER-EASE
Registration Number:	1253538	DRILL-EASE
Registration Number:	1449197	AGS
Registration Number:	2045293	AGS
Registration Number:	1526734	AGS

TRADEMARK

REEL: 007846 FRAME: 0280 900719838

Property Type	Number	Word Mark
Registration Number:	1707708	BELT-EASE
Registration Number:	2029293	THREAD-MAGIC
Registration Number:	4517461	POLY ARMOUR
Registration Number:	3481973	NICOPP
Registration Number:	3702278	FLEXFORCE
Registration Number:	4096497	EZ BEND
Registration Number:	4088601	ACCU-FIT
Registration Number:	4871788	FLAREFORCE
Registration Number:	4251130	SPLICE-LOK
Registration Number:	4269531	CERAMI-GLYDE
Registration Number:	4614671	KLEDGE-LOK
Registration Number:	4896366	FLEXX-FIT
Registration Number:	5722940	AGS AUTOMOTIVE SOLUTIONS
Registration Number:	5707390	EZ-FIT
Registration Number:	5707389	EZ-FIT
Registration Number:	5603351	4LIFETIMELINES
Registration Number:	5603366	4 LIFE TIME LINES
Registration Number:	5603367	4 LTL
Serial Number:	97481623	AGS CO. AUTOMOTIVE SOLUTIONS
Serial Number:	97481601	4LIFETIME

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: CAROL FRASER, PARALEGAL

Address Line 1: 1230 PEACHTREE STREET, SUITE 2100

Address Line 2: MCGUIREWOODS LLP
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	Muzinich/AGS-2079439.0007
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	09/13/2022

Total Attachments: 18

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT") DATED AS OF JULY 11, 2022 AMONG AGS COMPANY AUTOMOTIVE SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "COMPANY"), THE OTHER LOAN PARTIES PARTY THERETO, THE SECURED PARTY (AS DEFINED BELOW) AND JPMORGAN CHASE BANK, N.A. ("SENIOR CREDITOR"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE LOAN PARTIES PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF NOVEMBER 17, 2016 AMONG THE COMPANY, THE OTHER LOAN PARTIES, AND SENIOR CREDITOR, OTHER SENIOR LOAN DOCUMENTS (AS DEFINED IN INTERCREDITOR AGREEMENT), AS SUCH CREDIT AGREEMENT AND SUCH SENIOR LOAN DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS. IN EACH CASE TO THE EXTENT PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of July 11, 2022 (this "<u>Agreement</u>"), is made by each of the undersigned (each, a "<u>Grantor</u>"), in favor of Muzinich BDC, Inc. (the "<u>Secured Party</u>" and, together with the Grantors, the "<u>Parties</u>" and each, a "Party").

Each Grantor is party to the Second Lien Security Agreement dated as of July 11, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by each Grantor in favor of the Secured Party pursuant to which each Grantor granted a security interest to the Secured Party in certain of its assets.

Each Grantor is executing and delivering this Agreement for recording with national, federal and state governmental authorities, including the United States Patent and Trademark Office and/or the United States Copyright Office.

In consideration of the foregoing and the mutual agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. <u>Confirmation of Security Interest</u>. Each Grantor confirms that, pursuant to the Security Agreement, it granted to the Secured Party a security interest in all of its right, title and interest in, to and under all of the property described therein, whether now existing or hereafter from time to time acquired and wherever located, including the items listed on <u>Schedule 1</u>, <u>Schedule 2</u> and <u>Schedule 3</u> and all proceeds, supporting obligations and products of any of the

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foregoing and all collateral security and guarantees given by any person or entity with respect to any of the foregoing.

- 2. <u>Acknowledgement</u>. Each Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the property described in <u>Section 1</u> are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement control. The Security Agreement (and all rights and remedies of the Secured Party thereunder) remains in full force and effect in accordance with its terms.
- 3. <u>Recordation</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of a security interest with national, federal and state governmental authorities, including the United States Patent and Trademark Office and/or the United States Copyright Office. Each Grantor authorizes any government officials to record and register this Agreement upon request by the Secured Party.
- 4. <u>Authorization to Supplement</u>. Each Grantor authorizes the Secured Party to unilaterally modify this Agreement by amending <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u> to include any registrations of and applications for registration or issuance for each Grantor's Patents, Trademarks or Copyrights (each as defined in the Security Agreement) not previously set forth on such schedules and that are otherwise covered by the Security Agreement. Notwithstanding the foregoing, no failure to modify this Agreement or amend <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u> in any way affects, invalidates or detracts from the Secured Party's continuing security interest in any property described in Section 1, whether or not listed on <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u>.
- 5. <u>Successors and Assigns</u>. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, may be construed to confer upon any person or entity (other than the parties hereto, their respective successors and permitted assigns) any legal or equitable right, remedy or claim under or by reason of this Agreement.
- 6. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitutes an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission is as effective as delivery of a manually executed counterpart of this Agreement.

(Signature page(s) follow)

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The Parties have executed and delivered this Agreement as of the date first above written.

AGS AUTOMOTIVE SOLUTIONS
HOLDINGSALC
By:
Name: Logan D. Pitts
Title: Manager and President
AGS COMPANY AUTOMOTIVE SOLUTIONS
LLC
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AGS I-PROP, LLC
LIFETIME/LINES LLC
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By:
Name: Logan D. Pitts
Title: Chief Executive Officer
MUZINICH BDC, INC.
By:
Name: Jeffery Youle
Title: Chief Executive Officer

The Parties have executed and delivered this Agreement as of the date first above written.

AGS AUTOMOTIVE SOLUTIONS HOLDINGS LLC

By:	
Name	Logan D. Pins
Title:	Manager and President
AGS LLC	COMPANY AUTOMOTIVE SOLUTIONS
AGS	I-PROP, LLC
LIFE	TIME LINES LLC
By Name	Logan D. Pitts
	Chief Executive Officer
MUZ	INICH BDC, INC.
By:	
Name	-Ittlery Toute
Title	Chief Executive Officer

SCHEDULE 1

Patents/Patent Applications

FLEXII EX	PA APER PR	PACKE COI	DISPL, PAC INTEGR	HANI	PACKE COI	PACKE COI	PACKE COI	
FLEXIBLE POUCH WITH EXPULSION AID	PACKAGE WITH APERTURE THROUGH PRODUCT CODE	PACKET WITH INTEGRAL CONNECTOR TAB	DISPLAY SYSTEM WITH PACKETS HAVING INTEGRAL CONNECTORS	HAND HELD FLARING TOOL	PACKET WITH INTEGRAL CONNECTOR TAB	PACKET WITH INTEGRAL CONNECTOR TAB	PACKET WITH INTEGRAL CONNECTOR TAB	<u>Tide</u>
US	US	US	SU	US	SU	US	US	ľΣ
11/754,650	10/709,909	29/652,208	16/104,965	15/972,574	29/648,322	29/578,223	29/521,285	Serial#
5/29/2007	6/4/2004	6/11/2020	8/20/2018	5/7/2018	5/21/2018	9/20/2016	3/23/2015	Filed Date
8,061,563	6,905,075	D913,805	10,293,986	11,072,018	D887,280	D818,372	D768,006	Patent#
11/22/2011	6/14/2005	3/23/2021	5/21/2019	7/27/2021	6/16/2020	5/22/2018	10/4/2016	Issue Date
AGS I-PROP, LLC	AGS I-PROP LLC	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC	<u>Owner</u>

Tide	8	Serial#	Filed Date	Patent#	Issue Date	Owner
ANGLED PACKAGE AND DISPLAY SYSTEM	US	13/014,911	1/27/2011	8,069,992	12/6/2011	AGS I-PROP, LLC
ANGLED PACKAGE AND DISPLAY SYSTEM	US	11/876,327	10/22/2007	7,918,352	4/5/2011	AGS I-PROP, LLC
FLUID DISPENSER HAVING MULTIPLE CHAMBERS	US	12/468,521	5/19/2009	8,376,183	2/19/2013	AGS I-PROP, LLC
RIBBED DRAIN PLUG	US	12/856,731	8/16/2010	8,418,812	4/16/2013	AGS I-PROP, LLC
UNIVERSAL DRAIN PLUG SYSTEM AND METHOD	SU	13/908,492	6/3/2013	9,303,539	4/5/2016	AGS I-PROP, LLC
ADJUSTABLE GRIPPING TOOL	SU	13/755,094	1/31/2013	9,010,222	4/21/2015	AGS I-PROP, LLC
ADJUSTABLE GRIPPING TOOL	EPC	13153804.3	2/4/2013			AGS I-PROP, LLC
TUBE SPLICING DEVICE	US	13/851,196	3/27/2013	9,194,517	11/24/2015	AGS I-PROP, LLC
TUBE SPLICING DEVICE	EPC	13767526	3/27/2013			AGS I-PROP, LLC
TUBE SPLICING DEVICE	CA	2,866,422	3/27/2013			AGS I-PROP, LLC
TUBE COUPLING DEVICE	SU	14/470,250	8/27/2014	9,897,238	2/20/18	AGS I-PROP, LLC
UNIVERSAL TUBE FITTING ADAPTABLE FOR	PCT	PCT/US2015/041695	7/23/2015			AGS I-PROP, LLC

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SCHEDULE 2

Trademark Registrations/Applications

FLAREFORCE	FLAREFORCE	POLY ARMOUR	AGS (PLAIN BLOCK)	SIL-GLYDE (Block Print)	SIL-GLYDE	LOCK-EASE	DOOR-EASE	RUGLYDE	Mark
EU	CA	CA	MX	SE	CA	CA	CA	CA	Citx
013696761	1711458	1229826	0155043	198203273	0303351	0311395	0156371	175783	Application #
1/30/2015	1/19/2015	9/3/2004	11/23/1992	5/24/1982	3/11/1967	2/29/1968	2/11/1932	6/7/1939	File Date
013696761	TMA1041031	TMA653609	433690	185716	TMA154307	TMA161506	TMDA53918	UCA11694	Registration #
7/7/2015	7/12/2019	11/25/2005	4/29/1993	3/11/1983	11/24/1967	3/7/1969	2/23/1932	6/7/1939	Reg Date
AGS Company Automotive Solutions LLC	American Grease Stick Company	<u>Owner</u>							

RUGLYDE & Design	RUGLYDE & Design	AGS AUTOMOTIVE SOLUTIONS & Design	FLEXX-FIT	KLEDGE-LOKR	KLEDGE-LOK	KLEDGE-LOK	SPLICE-LOK	Mark
US	US	EU	CA	EU	EU	CA	CA	CH-V
72/094,643	71/413,881	017643099	1717188	012259214	012259164	1647600	1563258	Application #
4/8/1960	12/15/1938	12/22/2017	2/27/2015	10/28/2013	10/28/2013	10/11/2013	2/8/2012	File Date
709,149	366,882	17643099	TMA1003332	012259214	012259164	TMA947134	TMA853251	Registration #
12/27/1960	5/2/1939	7/13/2018	8/22/2018	3/28/2014	3/28/2014	8/23/2016	6/12/2013	Reg Date
AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	American Grease Stick Company	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	American Grease Stick Company	American Grease Stick Company	Owner

LITH-EASE	KABLE-EASE	SIL-GLYDE (Plain Block)	CUT-EASE (PLAIN BLOCK)	LOCK EASE & Design	DOOR-EASE (Stylized)	Mark
US	US	US	US	US	US	Ctry
72/249,613	72/131,646	72/036,497	72/045,843	71/647,468	71/582,263	Application #
7/6/1966	11/9/1961	8/30/1957	2/14/1958	5/22/1953	7/21/1949	File Date
820,603	737,420	681,697	670,500	586,597	533,714	Registration #
12/20/1966	9/11/1962	7/14/1959	12/2/1958	3/9/1954	11/21/1950	Reg Date
AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	Owner				

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BELT-EASE (Plain Block)	AGS (Plain Block)	AGS & Design	AGS & Design	DRILL-EASE (Plain Block)	ZIPPER-EASE (Plain Block)	Mark
US	US	US	US	US	US	Ctry
74/179,237	73/738,398	74/571,026	73/598,856	73/348,507	72/454,483	Application #
6/24/1991	7/6/1988	9/8/1994	5/15/1986	2/3/1982	4/13/1973	File Date
1,707,708	1,526,734	2,045,293	1,449,197	1,253,538	993,649	Registration #
8/18/1992	2/28/1989	3/18/1997	7/28/1987	10/11/1983	9/24/1974	Reg Date
AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	Owner			

ACCU-FIT	EZ BEND	FLEXFORCE	NICOPP	POLY ARMOUR	THREAD- MAGIC (Plain Block)	Mark
US	US	US	US	US	US	Ctry
85/046,535	77/611,954	77/334,061	77/301,447	86/033,918	74/681,361	Application #
5/24/2010	11/11/2008	11/20/2007	10/11/2007	8/9/2013	5/22/1995	File Date
4,088,601	4,096,497	3,702,278	3,481,973	4,517,461	2,029,293	Registration #
1/17/2012	2/7/2012	10/27/2009	8/5/2008	4/22/2014	1/7/1997	Reg Date
AGS Company Automotive Solutions LLC	Owner					

AGS Company Automotive Solutions LLC	4/9/2019	5,722,940	6/22/2017	87/501,535	US	AGS AUTOMOTIVE SOLUTIONS & Design
AGS Company Automotive Solutions LLC	2/2/2016	4,896,366	11/14/2014	86/454,818	US	FLEXX-FIT
AGS Company Automotive Solutions LLC	9/30/2014	4,614,671	6/7/2013	85/953,359	US	KLEDGE-LOK
AGS Company Automotive Solutions LLC	1/1/2013	4,269,531	11/21/2011	85/477,777	US	CERAMI- GLYDE
AGS Company Automotive Solutions LLC	11/27/2012	4,251,130	9/7/2011	85/416,636	US	SPLICE-LOK
AGS Company Automotive Solutions LLC	12/15/2015	4,871,788	10/17/2014	86/426,656	US	FLAREFORCE
Owner	Reg Date	Registration #	File Date	Application #	Ctry	Mark

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EZ-FIT	EZ-FIT & Design	EZ-FIT & Design	4LTL logo	4LIFETIMELINE S logo	4LIFETIMELINE S	EZ-FIT	EZ-FIT & Design	Mark
CA	MX	CA	US	US	$\mathbf{U}\mathbf{S}$	US	US	Ctry
1911210	2079153	1911211	87/866,326	87/866,308	87/824,382	87/769,906	87/769,913	Application #
7/24/2018	7/24/2018	7/24/2018	4/6/2018	4/6/2018	3/7/2018	1/25/2018	1/25/2018	File Date
	1931951		5,603,367	5,603,366	5,603,351	5,707,389	5,707,390	Registration #
	10/1/2018		11/6/2018	11/6/2018	11/6/2018	3/26/2019	3/26/2019	Reg Date
AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	LIFETIME LINES LLC	LIFETIME LINES LLC	LIFETIME LINES LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	Owner

AOR APPLY OVER RUST	4LTL logo	4LIFETIMELINE S logo	4LIFETIMELINE S	4LTL logo	4LIFETIMELINE S logo	4LIFETIMELINE S	EZ-FIT & Design	EZ-FIT	EZ-FIT	Mark
US	MX	MX	MX	CA	CA	CA	XW	MX	MX	Сиу
	2097216	2097220	2097218	1918849	1918848	1918847	2079154	2079158	2079157	Application #
	9/7/2018	9/7/2018	9/7/2018	9/7/2018	9/7/2018	9/7/2018	7/24/2018	7/24/2018	7/24/2018	File Date
	1947485	1947487	1947486	TMA1096999	TMA1096998	TMA1096997	1931952	1931954	1931953	Registration #
	11/16/2018	11/16/2018	11/16/2018	3/25/2021	3/25/2021	3/25/2021	10/1/2018	10/1/2018	10/1/2018	Reg Date
TBD	LIFETIME LINES LLC	LIFETIME LINES LLC	LIFETIME LINES LLC	LIFETIME LINES LLC	LIFETIME LINES LLC	LIFETIME LINES LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	Owner

4LIFETIME	AGS CO. AUTOMOTIVE SOLUTIONS & Design (Black and White)	AGS AUTOMOTIVE SOLUTIONS & Design	KLEDGE-LOKR	KLEDGE-LOK	FLAREFORCE	Mark
US	US	GB	GB	GB	GB	Ctry
97/481,601	97/481,623	017643099	012259214	012259164	013696761	Application #
6/29/2022	6/29/2022	12/22/2017	10/28/2013	10/28/2013	1/30/2015	File Date
		UK00917643099	UK00912259214	UK00912259164	UK00913696761	Registration #
		7/13/2018	3/28/2014	3/28/2014	7/7/2015	Reg Date
Lifetime Lines LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	AGS Company Automotive Solutions LLC	<u>Owner</u>

SCHEDULE 3

Copyright Registrations/Applications

TRADEMARK **REEL: 007846 FRAME: 0300**

RECORDED: 09/13/2022