

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758083

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGS AUTOMOTIVE SOLUTIONS HOLDINGS LLC		08/31/2022	Limited Liability Company: DELAWARE
AGS COMPANY AUTOMOTIVE SOLUTIONS LLC		08/31/2022	Limited Liability Company: DELAWARE
AGS I-PROP, LLC		08/31/2022	Limited Liability Company: MICHIGAN
LIFETIME LINES LLC		08/31/2022	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: 3

Property Type	Number	Word Mark
Registration Number:	5453075	MOTIVE
Registration Number:	6178296	MOTIVE PRODUCTS
Serial Number:	90785316	POWER BLEEDER

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

OP \$90.00 5453075

ATTORNEY DOCKET NUMBER:	AGS 2079439.0007
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	09/28/2022

Total Attachments: 7

source=AGS Supplemental IP Security Agmt#page1.tif
source=AGS Supplemental IP Security Agmt#page2.tif
source=AGS Supplemental IP Security Agmt#page3.tif
source=AGS Supplemental IP Security Agmt#page4.tif
source=AGS Supplemental IP Security Agmt#page5.tif
source=AGS Supplemental IP Security Agmt#page6.tif
source=AGS Supplemental IP Security Agmt#page7.tif

THIS SUPPLEMENT 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, AND THE OTHER SENIOR LOAN DOCUMENTS (AS DEFINED IN THE 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 SUPPLEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement, dated as of August 31, 2022 (this “Supplement”), is made by each of the undersigned (each, a “Grantor”), in favor of Muzinich BDC, Inc. (the “Secured Party” and, together with the Grantors, the “Parties” and each, a “Party”).

Each Grantor is party to (a) 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”), and (b) the Intellectual Property Security Agreement dated as of July 11, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), in each case 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 Supplement 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 Supplement, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Confirmation of Security Interest. 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 Schedule 1, Schedule 2 and Schedule 3 and all proceeds, supporting obligations and products of any of the foregoing and all collateral security and guarantees given by any person or entity with respect to any of the foregoing.

2. Acknowledgement. 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 Section 1 are more fully set forth in the Security Agreement. In the event that any provision of this Supplement 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. Supplement to IP Security Agreement. Schedule 1, Schedule 2 and Schedule 3 to the IP Security Agreement are, effective as of the date hereof, hereby supplemented to add to such Schedules the property listed on Schedule 1, Schedule 2 and Schedule 3 attached hereto.

4. Recordation. This Supplement 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 Supplement upon request by the Secured Party.


5. Successors and Assigns. This Supplement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Nothing in this Supplement, 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 Supplement.

6. Counterparts. This Supplement 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 Supplement by facsimile or other electronic transmission is as effective as delivery of a manually executed counterpart of this Supplement.

(Signature page(s) follow)

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

**AGS AUTOMOTIVE SOLUTIONS
HOLDINGS LLC**



By: _____
Name: Logan D. Pitts
Title: Manager and President

**AGS COMPANY AUTOMOTIVE SOLUTIONS
LLC**

**AGS I-PROP, LLC
LIFETIME LINES LLC**



By: _____
Name: Logan D. Pitts
Title: Chief Executive Officer

MUZINICH BDC, INC.

By: 

Name: Jeffrey Youle

Title: Chief Executive Officer

SCHEDULE 1

Patents/Patent Applications

None.

SCHEDULE 2

Trademark Registrations/Applications

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
MOTIVE	US	87/619,866	9/23/2017	5,453,075	4/24/2018	AGS Company Automotive Solutions LLC
MOTIVE PRODUCTS	US	88/784,134	2/4/2020	6,178,296	10/20/2020	AGS Company Automotive Solutions LLC
POWER BLEEDER	US	90/785,316	6/21/2021	Pending	Pending	AGS Company Automotive Solutions LLC

SCHEDULE 3

Copyright Registrations/Applications

None.

163689949