

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EASTWOOD AUTOMOTIVE GROUP, LLC		03/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BYLINE BANK, AS AGENT		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6146523	EASTWOOD CONCOURS	
Registration Number:	6191647	OPTIFLOW	
Registration Number:	6153327	HOTCOAT	
Registration Number:	6136451	QST	
Registration Number:	6705406	YOST	
Serial Number:	97657366	CONTOUR DSB	
Serial Number:	97699151	DIAMOND CLEAR	
Serial Number:	97699159	DETAIL GRAY	
Serial Number:	97739608	EASTWOOD CONCOURS	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Phone:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle St Ste 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$240.00 6146523

ATTORNEY DOCKET NUMBER:	G4599-00033
NAME OF SUBMITTER:	Robert E. Horwath
SIGNATURE:	/s/Robert E. Horwath
DATE SIGNED:	03/30/2023

Total Attachments: 8

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of March 29, 2023, is made by each of the entities listed on the signature pages hereof (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of **BYLINE BANK**, an Illinois banking corporation, as administrative and collateral agent for the Lenders (in such capacities, the "**Agent**").

WHEREAS, pursuant to that certain Limited Waiver and First Amendment to Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among **EASTWOOD HOLDCO, LLC**, a Delaware limited liability company (the "**Parent**"), **EASTWOOD AUTOMOTIVE GROUP, LLC**, a Delaware limited liability company ("**Company**"), and **EASTHILL SPECIALTY, LLC**, a Delaware limited liability company ("**Specialty**" and, together with Company, individually and collectively, the "**Borrower**"), the Agent and the Lenders party thereto (the "**Amendment**"), the Lenders have agreed to continue to make certain loans to the Borrower;

WHEREAS, Borrower and Parent are party to a Security Agreement, dated as of April 11, 2019 in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Amendment and the Security Agreement, the Grantors are executing and delivering this Agreement as a supplement to the Trademark Security Agreement, dated as of April 11, 2019, between Company and Agent (the "**Existing Trademark Security Agreement**") as a result of additional intellectual property acquired by the Grantors after April 11, 2019 or not otherwise specifically scheduled in the Existing Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Amendment. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Amendment shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent, its successor and assigns, (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor's right, title, and interest, whether now existing or hereafter arising or acquired, in and to all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including but not limited to the Trademarks listed on Exhibit A attached hereto, and all Proceeds and products of any and all of the foregoing (the "**Trademark Collateral**"); provided that, in no event shall the Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor's right, title or interest in any Trademark applications

filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless or until evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom. Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference.** Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

SECTION 5. **Supplement.** This Agreement is in addition to the Existing Trademark Security Agreement and does not replace the Existing Trademark Security Agreement, which remains in full force and effect.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTORS:

EASTWOOD AUTOMOTIVE GROUP, LLC,
a Delaware limited liability company, as Grantor

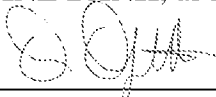
By: _____

Name: Paul Neupauer

Title: Chief Financial Officer and Treasurer

Accepted:

BYLINE BANK, as Agent

By:  _____

Dan Delgadillo
Managing Director

EXHIBIT A


U.S. Trademark Applications/Registrations

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
EASTWOOD CONCOURS	Eastwood Automotive Group, LLC	88793937	Feb 12, 2020	6146523	Sep 8, 2020	IC 007: Automotive paint spray guns and replacement parts therefor.
OPTIFLOW	Eastwood Automotive Group, LLC	88826142	Mar 9, 2020	6191647	Nov 3, 2020	IC 002: automotive paint. IC 016: paint rollers for application of automotive paint.
HOTCOAT	Eastwood Automotive Group, LLC	88865649	Apr 9, 2020	6153327	Sep 15, 2020	IC 002: paint type powder coatings for commercial and domestic marine use and automobile finishing and for domestic use on metal tools. IC 007: powder coating systems composed primarily of power sprayers and hooks; power sprayers for powder coating; hooks for use with power coating spray booths; power coating spray booths
QST	Eastwood Automotive Group, LLC	88865473	Apr 9, 2020	6136451	Aug 25, 2020	IC 007: Motor or engine driven air compressors for vehicles that utilize a scroll pump to supply air to industrial equipment, general use air powered tools, media blasters and spray equipment such as paint guns and pneumatic cleaning equipment, and replacement parts thereof.
YOST	Eastwood Automotive Group, LLC	90674797	Apr 27, 2021	6705406	Apr 19, 2022	IC 008: US 023 028 044, G & S: Bench vices; Carpenter's clamps; Hand tools, namely, vices.
COUNTOUR DSB	Eastwood Automotive Group, LLC	97657366	Nov 1, 2022			IC 008: US 023 028 044, G & S: Sanding blocks; Hand tools, namely, sander for automotive repair and restoration
DIAMOND CLEAR	Eastwood Automotive Group, LLC	97699151	Dec 1, 2022			IC 002: US 006 011 016, G & S: PROTECTIVE PAINT-TYPE COATINGS FOR USE ON

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
DETAIL GRAY	Eastwood Automotive Group, LLC	97699159	Dec 1, 2022			IC 002. US 006 011 016. G & S. Paint and protective coatings for specific parts of automobiles.
EASTWOOD CONCOURS	Eastwood Automotive Group, LLC	97739608	Jan 3, 2023			IC 003. US 001 004 006 050 051 052. G & S. Vehicle headlight refinishing and restoration kits; Vehicle trim refinishing and restoration kits; Washing and cleaning preparations; Car care products, namely, wash preservative agents in the nature of preparations for preserving vehicle surfaces, paint cleaning preparations, paint preservative agents in paste form and liquid form in the nature of preparations for preserving vehicle surfaces; Clay paint cleaning bars; All-purpose cleaners; Preparations for cleaning, protecting and preserving vehicle surfaces; Car care products, namely, waxes, cleaning, washing, polishing, buffing, conditioning, and protecting preparations; Degreasing preparations for automobiles and garages, namely, degreasers other than for use in manufacturing; Automobile, tire, glass and wheel cleaning preparations; Sealant for cleaning, shining and protecting automobile exterior surfaces; Chrome polish and leather preserving polishes
						IC 021. US 002 013 023 029 030 033 040 050. G & S. Car washing mitts; Chamois leather for cleaning; Cleaning, dusting and polishing cloths; Pads for cleaning; Buffing and polishing foam pads and backers; Car cleaning and detailing wash brushes; Automotive cleaning, polishing, buffing, scrubbing and care pads, namely, buffing pads, applicator pads, polishing pads, cleaning pads, waxing pads, finishing pads, correcting pads, microfiber buffing pads, and microfiber cleaning and polishing pads; Foam cannon, namely, a washing device comprising of a sprayer

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
						nozzle and an attachment that connects to a water source and to a reservoir for a wash and wax agent

Foreign Trademark Applications/Registrations

Trademark	Cl.	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services	Status
HotCoat	GB	Easthill Group, Inc.	000883363	Jul 21, 1998	UK00900883363	Dec 21, 1999	IC 002: Powder coating compositions, powder coatings. IC 007: Sprayers, power sprayers, sprayers for powder coating compositions, power sprayers for powder coatings	Jul 21, 2028
EASTWOOD	CN	Easthill Group, Inc.	33126378	Aug 27, 2018	33126378A	Nov 21, 2019	Air compressors; spray guns for paint; air brushes for applying colour; driving motors, other than for land vehicles; degreasers [machines]	Expires Nov 20, 2029
	CN	Easthill Group, Inc.	7586935	Jul 31, 2009	7586935	Nov 14, 2010	Painting machine, Spray gun, spray gun, Painting machine, Color spray gun, Spray gun, Pneumatic components, Vacuum pump (machine), Air compressor pump, Pump (machine)	Renewal Nov 13, 2030
EASTWOOD	CN	Easthill Group, Inc.	52836304	Jan 1, 2021	52836304	Apr 7, 2022	Metallworking machines; bending machines; high pressure washers; machines and apparatus for cleaning, electric; washing apparatus; machines	Renewal Apr 6, 2032

Trademark	Cl.	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services	Status
EASTWOOD	CN	Eastwood Automotive Group, LLC	41540207	Oct. 11, 2019	41540207	Apr. 14, 2021	007 - spray guns for paint; air brushes for applying colour; driving motors, other than for land vehicles; degreasers [machines]; air compressors; electric welding machines; plasma cutting machines	Renewal Apr 13, 2032
							and apparatus for polishing [electric]; sandblasting apparatus; machine tools	

TRADEMARK

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