

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Automotive Components Group GmbH		03/10/2023	Limited Liability Company: GERMANY
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as administrative agent		
Street Address:	150 East 58th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5071063	FIBERFRAME IAC NATURAL FIBER MATERIALS	
Serial Number:	86658871	ECOMAT IAC NATURAL FIBER MATERIALS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	KATE SWAIN		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Kate Swain - 27500.0008		
NAME OF SUBMITTER:	Kate Swain		
SIGNATURE:	/Kate Swain/		
DATE SIGNED:	05/31/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2023 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Blue Torch Finance LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, "Administrative Agent") for the Lenders and the other Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Term Loan Agreement, dated as of September 22, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among International Automotive Components Group North America, LLC, a limited liability company registered in the Cayman Islands with registration number WC-82 (the "Holdings"), International Automotive Components Group North America, Inc., a Delaware corporation (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the U.S. Guaranty and Security Agreement dated as of September 22, 2021, in favor of Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations under the Credit Agreement and to secure such guaranteed Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties and Administrative Agent to enter into the Credit Agreement and to induce the Secured Parties to make their respective extensions of credit to the Borrower thereunder, each Grantor agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS TRADEMARK SECURITY AGREEMENT WITHOUT GIVING REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTERNATIONAL AUTOMOTIVE COMPONENTS
GROUP GMBH,
as Grantor

By:



Name: *Twana Alice Villare*
Title: *Managing Director*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

BLUE TORCH FINANCE LLC,
as Administrative Agent

By: Kevin Genda
Name: Kevin Genda
Title: Chief Executive Officer

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Item	Trademark	Country	Filing No.	Filing Date	Registration No.	Reg. Date	Classes	Registered Owners	Case Reference
1.	FIBERFRAME	US	86/658913	11 Jun 2015	5071063	01 Nov 2016	12:27:40	International Automotive Components Group GmbH	TMK-50056-USNF

B. TRADEMARK APPLICATIONS

Item	Trademark	Country	Filing No.	Classes	Registered Owners	Case Reference
1.	ECOMAT	86/658871	11 Jun 2015	12:27:40	International Automotive Components Group GmbH	TMK-50055-USNF