

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Performance Depot LLC		06/23/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Agent		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3748411	HEADLIGHT DEPOT	
<b>Registration Number:</b>	5674108	HEADLIGHTSDEPOT	
<b>Registration Number:</b>	4320624	PERDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>			
<b>Phone:</b>	7349302488		
<b>Email:</b>	trademarks@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield		
<b>Address Line 1:</b>	201 S. Division Street, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	21259-1		
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	06/23/2023		
<b>Total Attachments: 6</b>			
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

## (Trademarks)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of June 23, 2023, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement, dated as of June 23, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Headlights Group, Inc., a Delaware corporation ("Parent"), and Headlights Midco, LLC, a Delaware limited liability company ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of June 23, 2023, to the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby pledge, collaterally assign (as collateral), and grant to the Secured Party a continuing lien on and security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter arising or acquired and wherever located:

(a) all license agreements with any other Person in connection with any of the trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a

licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses, all to the extent the foregoing are Collateral in the Security Agreement (by way of illustration and not limitation, General Intangibles, Proceeds, and Commercial Tort Claims, as set forth in Sections 1.1. and 2.1 of the Security Agreement); and

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; all to the extent the foregoing are Collateral in the Security Agreement (by way of illustration and not limitation, Intellectual Property Collateral, General Intangibles, Proceeds, and Commercial Tort Claims, as set forth in Sections 1.1. and 2.1 of the Security Agreement).

For clarity, the foregoing (and the Trademark Collateral) shall exclude any “intent to use” trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Left Blank]

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

DEBTORS:

**PERFORMANCE DEPOT LLC**

By: 

Name: Malcolm Winspear

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement (Trademarks)  
(4858-4414-1929)]

SECURED PARTY:

COMERICA BANK, as Agent

By: 

Name: David J. Zablocki

Title: Vice President

[Signature Page to Intellectual Property Security Agreement (Trademarks)  
(4858-4414-1929)]

**TRADEMARK**  
**REEL: 008108 FRAME: 0481**

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
<u>HEADLIGHT DEPOT</u>	77644376	January 6, 2009	3748411	February 16, 2010	Performance Depot Inc. (Florida Corporation)
<u>HEADLIGHTSDEPOT</u>	87950736	June 6, 2018	5674108	February 12, 2019	Performance Depot Inc. (Florida Corporation)
<u>PERDE</u>	85701713	August 13, 2012	4320624	April 16, 2013	Performance Depot Inc. (Florida Corporation)