

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Piston Interiors LLC		09/28/2023	Limited Liability Company: DELAWARE
A. Lava & Son LLC f/k/a A. Lava & Son Co.		09/28/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Huntington National Bank, as Administrative Agent		
Street Address:	5555 Cleveland Ave.		
Internal Address:	GW1W37		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43231		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6101844	NATURALLY NESTLED	
Serial Number:	98025917	P PISTON INTERIORS	
Serial Number:	98025902	PISTON INTERIORS	
Registration Number:	5627795	TAKE TEN	
Serial Number:	98058404	PISTON AUTOMOTIVE	
Serial Number:	98058406	PISTON AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7349302488		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		

OP \$165.00 6101844

SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	10/03/2023
Total Attachments: 5 source=Irvin Acquisition - executed Intellectual Property Security Agreement (Trademarks)#page1.tif source=Irvin Acquisition - executed Intellectual Property Security Agreement (Trademarks)#page2.tif source=Irvin Acquisition - executed Intellectual Property Security Agreement (Trademarks)#page3.tif source=Irvin Acquisition - executed Intellectual Property Security Agreement (Trademarks)#page4.tif source=Irvin Acquisition - executed Intellectual Property Security Agreement (Trademarks)#page5.tif	

ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), dated as of September 28, 2023, is made by the undersigned (individually each the “Grantor” and collectively the “Grantors”), in favor of THE HUNTINGTON NATIONAL BANK as Administrative Agent (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, Grantors entered into that certain Security Agreement, dated as of September 28, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, certain affiliates of the Grantors and the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Administrative Agent, for its benefit and the benefit of the Secured Parties, a security interest in the Grantors’ Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks and Licenses (each as defined in the Security Agreement); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Security Agreement, the Grantors granted to the Administrative Agent, for its benefit and the benefit of the Secured Parties, a security interest in all of the Trademarks and Licenses of the Grantors (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of the Grantors, to secure the payment and performance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and 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. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g. “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

PISTON INTERIORS LLC

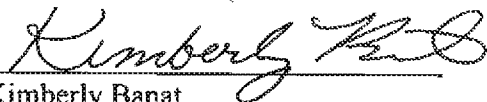
By: 
Name: Vincent Johnson
Title: Chairman

A. LAVA & SON LLC (f/k/a A. Lava & Son Co.)

By: 
Name: Vincent Johnson
Title: Chairman

ADMINISTRATIVE AGENT:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: 
Name: Kimberly Banat
Title: Senior Vice President

SCHEDULE A
TRADEMARKS

Registered Trademarks:

Mark	App. No./ Reg. No.	Filing Date	Registration No.	Registration Date
NATURALLY NESTLED	RN: 6101844 SN: 88746051	01/03/2020	6101844	07/14/2020
P PISTON INTERIORS (Stylized) 	SN: 98025917	06/02/2023		
PISTON INTERIORS	SN: 98025902	06/02/2023		
TAKE TEN	RN: 5627795 SN: 87904313	05/02/2018	5627795	12/11/2018
PISTON AUTOMOTIVE word mark	SN: 98058404	06/26/2023		
PISTON AUTOMOTIVE mark plus design	SN: 98058406	06/26/2023		