

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Farathane, LLC		03/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TMI Trust Company, as Agent		
Street Address:	1100 Abernathy Road, Suite 480		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Trust Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1883325	USF	
Registration Number:	1888204	USF	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305096		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	41109.00050		
NAME OF SUBMITTER:	Eric Hyla		
SIGNATURE:	/Eric Hyla/		
DATE SIGNED:	03/19/2021		
Total Attachments: 8			
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EXECUTION VERSION

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 17, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by U.S. Farathane, LLC, a Delaware limited liability company (the “Grantor”) in favor of TMI Trust Company, in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of March 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Agent, pursuant to which the Grantor has granted a security interest to the Agent in the Collateral (including the IP Collateral (as defined below)) and is required to execute and deliver this Agreement. The Lenders (as defined below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of March 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among U.S. Farathane, LLC, a Delaware limited liability company (the “Borrower”), USF Holdings, LLC, a Delaware limited liability company (“Holdings”), the lenders from time to time party thereto (the “Lenders”) and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all issued Patents and pending applications for Patents in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. [Reserved]; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the Collateral shall include, and the Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York or applicable federal laws governing the IP Collateral.

SECTION 5. Termination or Release. (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements and similar documents that the Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tiff" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 7. INTERCREDITOR AGREEMENTS GOVERN. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT IN THE IP COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE FIRST/SECOND LIEN INTERCREDITOR AGREEMENT AND THE ABL INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE FIRST/SECOND LIEN INTERCREDITOR AGREEMENT OR THE ABL INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNTIL THE DISCHARGE OF THE FIRST LIEN OBLIGATIONS AND THE ABL OBLIGATIONS, FOR PURPOSES OF ANY DETERMINATION RELATING TO THE IDENTITY OR PERFECTION OF SUCH TERM LOAN PRIORITY

COLLATERAL OR SUCH ABL PRIORITY COLLATERAL (INCLUDING ANY DETERMINATION WITH RESPECT TO ANY WAIVER OR EXTENSION OR ANY OPPORTUNITY TO REQUEST THAT IS PERMITTED OR REQUIRED UNDER THE DEFINITION OF "COLLATERAL AND GUARANTEE REQUIREMENT" IN THE CREDIT AGREEMENT UNDER THIS AGREEMENT OR UNDER ANY OTHER LOAN DOCUMENT) AS TO WHICH THE AGENT IS GRANTED DISCRETION HEREUNDER, THE DETERMINATION OF THE FIRST LIEN ADMINISTRATIVE AGENT OR ABL ADMINISTRATIVE AGENT (OR THE AGENT FOR THE HOLDERS OF ANY APPLICABLE FIRST LIEN OBLIGATIONS OR ABL OBLIGATIONS) UNDER THE ANALOGOUS PROVISION OF THE CORRESPONDING FIRST LIEN LOAN DOCUMENT OR ABL LOAN DOCUMENT (OR ANY EQUIVALENT TERM UNDER ANY FIRST LIEN FACILITY OR ABL FACILITY) (OR THE DOCUMENTATION GOVERNING THE OTHER APPLICABLE FIRST LIEN OBLIGATIONS OR ABL OBLIGATIONS) SHALL BE DEEMED TO BE THE DETERMINATION OF THE AGENT WITH RESPECT THERETO. SO LONG AS THE FIRST/SECOND LIEN INTERCREDITOR OR ABL INTERCREDITOR AGREEMENT IS IN EFFECT, A GRANTOR MAY SATISFY ITS OBLIGATIONS TO DELIVER POSSESSION OR CONTROL OVER ANY TERM LOAN PRIORITY COLLATERAL OR ABL PRIORITY COLLATERAL TO THE AGENT BY DELIVERING POSSESSION OR CONTROL OVER ANY SUCH TERM LOAN PRIORITY COLLATERAL OR SUCH ABL PRIORITY COLLATERAL TO, PRIOR TO THE DISCHARGE OF SUCH FIRST LIEN OBLIGATIONS OR SUCH ABL OBLIGATIONS, THE FIRST LIEN COLLATERAL AGENT, ABL COLLATERAL AGENT OR THEIR RESPECTIVE AGENT, DESIGNEE OR BAILEE, IN ACCORDANCE WITH THE TERMS OF THE FIRST/SECOND LIEN INTERCREDITOR AGREEMENT OR ABL INTERCREDITOR AGREEMENT, AS APPLICABLE.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

U.S. FARATHANE, LLC

By: 
Name: Andrew J. Greenlee
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement (Second Lien)]

TRADEMARK
REEL: 007227 FRAME: 0318

TMI TRUST COMPANY, as the Agent

By: *Jane Strobel*
Name: *Jane Strobel*
Title: *Vice President*

[Signature Page to Intellectual Property Security Agreement (Second Lien)]

TRADEMARK
REEL: 007227 FRAME: 0319

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
U.S. Farathane, LLC	1883325	USF	03/14/1995
U.S. Farathane, LLC	1888204	USF	04/11/1995

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

OWNER	SERIAL NUMBER	DESCRIPTION	ISSUE DATE
U.S. Farathane, LLC	8708345	HEAT EXCHANGER SEAL ASSEMBLY AND METHOD FOR USE WITH A VEHICLE RADIATOR AND COOLING MODULE	04/29/2014
U.S. Farathane, LLC	8997793	FLEXIBLE CONDUIT FOR USE IN FRESH AIR INTAKE AND GAS VAPOR OUTLET INCORPORATED INTO A VEHICLE FUEL TANK TO ELIMINATE WHISTLING WITHIN THE CONDUIT	4/7/2015
U.S. Farathane, LLC	9134080	RECONFIGURABLE FRONT AND UPPER ONE PIECE BAFFLES FOR DIRECTING INCOMING AIR FROM A VEHICLE FRONT FASCIA TO A RADIATOR COOLING MODULE	9/15/2015
U.S. Farathane, LLC	9162387	ASSEMBLY AND PROCESS FOR CREATING AN EXTRUDED PIPE FOR USE IN A GEOTHERMAL HEAT RECOVERY OPERATION	10/20/2015
U.S. Farathane, LLC	6837519	SEAT BELT LATCH PLATE AND METHOD OF MAKING THE SAME	01/04/2005
U.S. Farathane, LLC	8915538	TWO SHOT DOUBLE INVERTED ACOUSTIC HOOD TO COWL SEAL	12/23/2014
U.S. Farathane, LLC	8783751	COEXTRUDED ROOF DITCH MOLDING WITH HARD AND SOFT COMPONENTS	07/22/2014

Schedule II

OWNER	SERIAL NUMBER	DESCRIPTION	ISSUE DATE
		INCLUDING ASSOCIATED FASTENER SYSTEM	
U.S. Farathane, LLC	8955896	TRI-EXTRUDED ROOF DITCH MOLDING WITH HARD AND SOFT COMPONENTS INCLUDING ASSOCIATED FASTENER SYSTEM AND METHOD FOR HEAT FORMING THE ROOF DITCH MOLDING	2/17/2015
U.S. Farathane, LLC	9371804	SELF-CLEANING DUST BOX ASSEMBLY FOR USE WITH CONTROLLED TUBE ASSEMBLIES, SUCH AS FORMING A PORTION OF A FRESH AIR REPLACEMENT LINE ASSOCIATED WITH A VEHICLE FUEL TANK	6/21/2016

PATENT APPLICATIONS

None.