

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705594

<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>
TMI Automotive Products Inc.		01/21/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	National Documentation Services, Mail Code 7578		
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6229556	OMNI 8	
<b>Registration Number:</b>	3323293	PERFECTAPP	
<b>Registration Number:</b>	2842984	PERFECTMATCH	
<b>Registration Number:</b>	2677766	VIZUALOGIC	
<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>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 S. Division Street, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	01/31/2022		
<b>Total Attachments: 5</b>			
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OP \$115.00 6229556

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 21, 2022 by and between COMERICA BANK ("Bank") and TMI AUTOMOTIVE PRODUCTS INC., a California corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"), which Loans are secured by a lien on Grantor's assets as more particularly described in that certain Security Agreement dated as of the date of hereof by Grantor in favor of Bank (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") Capitalized terms used herein are used as defined in the Security Agreement or Credit Agreement as applicable.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and other Loan Documents.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, the Loan Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1493 East Bentley Drive  
Corona, CA 92879

Attn: \_\_\_\_\_

**TMI AUTOMOTIVE PRODUCTS INC.,**  
a California corporation

By: \_\_\_\_\_

Name: John Tuccinardi

Its: Secretary

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

BANK:

**COMERICA BANK**

By: \_\_\_\_\_

Name: Thomas Salvendy

Its: Senior Vice President

[Signature Page to Intellectual Property Security Agreement (18126625)]

**TRADEMARK**  
**REEL: 007597 FRAME: 0803**

**EXHIBIT A**

**Copyrights**

None

**EXHIBIT B**

**Patents**

Patent No:	Description
D 434,720	Automotive Console
D 683,976	1964-65 Backrest and Seat Foam
D 683,977	1966-72 Backrest and Seat Foam
D 684,384	1964 Chevelle Sport Seat
D 684,385	1965 Chevelle Sport Seat
D 684,386	1966 Chevelle Sport Seat
D 684,387	1967 Chevelle Sport Seat
D 684,388	1968 Chevelle Sport Seat
D 684,389	1969 Chevelle Sport Seat
D 684,390	1970 Chevelle Sport Seat
D 684,391	1971-72 Chevelle Sport Seat
D 691,103S	Vehicle Entertainment System for a Headrest

**EXHIBIT C**

**Trademarks**

Trademark No:	Description
6,229,556	Omni 8
3,323,293	PerfectApp
2,842,984	PerfectMatch
2,677,766	Vizualogic