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| <b>PATENT ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6071931

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT |

**CONVEYING PARTY DATA**

| Name                       | Execution Date |
|----------------------------|----------------|
| CARTER FUEL SYSTEMS        | 04/20/2020     |
| FRAM GROUP IP LLC          | 04/02/2020     |
| HEATH ER TON HOLDINGS, LLC | 04/02/2020     |
| STRONGARM, LLC             | 04/02/2020     |
| TRJCO PRODUCTS CORPORATION | 04/02/2020     |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | BANK OF AMERICA, N.A., AS COLLATERAL AGENT |
| <b>Street Address:</b> | 135 S. LASALLE STREET                      |
| <b>City:</b>           | CHICAGO                                    |
| <b>State/Country:</b>  | ILLINOIS                                   |
| <b>Postal Code:</b>    | 60603                                      |

**PROPERTY NUMBERS Total: 17**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 15263660 |
| Application Number: | 62910756 |
| Application Number: | 62910776 |
| Application Number: | 29709769 |
| Application Number: | 29712668 |
| Application Number: | 29712851 |
| Application Number: | 14736409 |
| Application Number: | 14974397 |
| Application Number: | 15372608 |
| Application Number: | 15620852 |
| Application Number: | 15642595 |
| Application Number: | 15783327 |
| Application Number: | 15846874 |
| Application Number: | 16275831 |
| Application Number: | 62868221 |
| Application Number: | 16560390 |

**PATENT**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 16646664 |

**CORRESPONDENCE DATA**

**Fax Number:** (212)294-4700  
**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.**  
**Phone:** 2122946635  
**Email:** dkumar@winston.com  
**Correspondent Name:** WINSTON & STRAWN LLP - LAURA FRANCO  
**Address Line 1:** 101 CALIFORNIA STREET  
**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94111-5840

|                                |                          |
|--------------------------------|--------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 1740/327-ABL IP SA SUPPL |
| <b>NAME OF SUBMITTER:</b>      | LAURA FRANCO             |
| <b>SIGNATURE:</b>              | /LAURA FRANCO/           |
| <b>DATE SIGNED:</b>            | 04/22/2020               |

**Total Attachments: 8**

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source=Trico - Intellectual Property Agreement Supplement (ABL)(Executed)#page6.tif  
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source=Trico - Intellectual Property Agreement Supplement (ABL)(Executed)#page8.tif

**ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”) dated as of April 20, 2020, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of BANK OF AMERICA, N.A., as collateral agent (as successor to Goldman Sachs Bank USA) (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TRICO GROUP HOLDINGS, LLC, a Delaware limited liability company, TRICO GROUP, LLC, a Delaware limited liability company, and TRICO LIMITED, a limited company organized under the laws of England and Wales, have entered into that certain ABL Credit Agreement dated as of February 2, 2018 (as amended by that certain First Amendment to ABL Credit Agreement, dated as of June 1, 2018, that certain Second Amendment to ABL Credit Agreement, dated as of January 8, 2019, that certain Third Amendment to ABL Credit Agreement, dated as of January 29, 2019, that certain Consent to ABL Credit Agreement, dated as of February 26, 2019, that certain Fourth Amendment to ABL Credit Agreement, dated as of April 18, 2019 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and each other Borrower and Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor and such other Persons have executed and delivered that certain ABL Security Agreement dated as of February 2, 2018 made by the U.S. Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1.01. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”): all Patents (as defined in the Security Agreement) including, without limitation, each Patent set forth in Schedule A hereto;

(b) all Patent Licenses (as defined in the Security Agreement);

(c) all Trademarks (as defined in the Security Agreement) including, without limitation, each Trademark set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law);

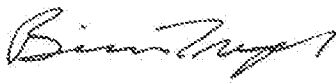
- (d) all Trademark Licenses (as defined in the Security Agreement);
  - (e) all Copyrights (as defined in the Security Agreement) including, without limitation, the Copyrights listed in Schedule C hereto;
  - (f) all Copyright Licenses (as defined in the Security Agreement);
- and
- (g) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

Section 1.02. Excluded Assets. Notwithstanding anything herein alluding to the contrary, none of the Excluded Assets shall constitute Additional Collateral.Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations of such Grantor under the U.S. Guarantee.Recordation. Each Grantor authorizes the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other government officer, as applicable, to record this IP Security Agreement Supplement.Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement.Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.Governing Law. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 1.08. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement Supplement in any Additional Collateral and the exercise of any right or remedy by the Collateral Agent, with respect to any Additional Collateral hereunder, are subject to (i) the provisions of the ABL Intercreditor Agreement and (ii) the provisions of the First Lien-Second Lien Intercreditor Agreement. In the event of any conflict (i) between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement Supplement, the terms of the ABL Intercreditor Agreement shall govern and control and (ii) between the terms of the First Lien-Second Lien Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the First Lien-Second Lien Intercreditor Agreement shall govern and control. [Signature page follows]

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

CARTER FUEL SYSTEMS  
FRAM GROUP IP LLC  
HEATHERTON HOLDINGS, LLC  
STRONGARM, LLC  
TRICO PRODUCTS CORPORATION

By 

Name: Brian Troyer  
Title: General Counsel, EVP & Secretary  
Address for Notices:

c/o Trico Group, LLC  
127 Public Square, 5110  
Cleveland, OH 44114  
Attn: Patrick James

## Schedule A

## UNITED STATES PATENTS


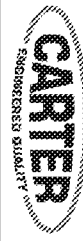

## United States Patents and Applications

| Grantor                    | Name of Patent  | Application Number | File Date  | Registration Number | Registration Date |
|----------------------------|---|--------------------|------------|---------------------|-------------------|
| Carter Fuel Systems, LLC   | Windscreen wiper device   | 15/263,660         | 9/13/2016  | 10328903            | 6/25/2019         |
| FRAM Group IP LLC          | HIGH THREAD JAMB NUT WITH RETAINING CLIP  | 62/910,756         | 10/4/2019  |                     |                   |
| FRAM Group IP LLC          | HIGH THREAD SPARK PLUG WITH NON-AXISYMMETRIC GROUND SHIELD FOR PRECISE GROUND STRAP ORIENTATION         | 62/910,776         | 10/4/2019  |                     |                   |
| FRAM Group IP LLC          | RELIEF VALVE  | 29/709,769         | 10/17/2019 | D878520             | 3/17/2020         |
| FRAM Group IP LLC          | RELIEF VALVE  | 29/709,769         | 10/17/2019 | D878520             | 3/17/2020         |
| FRAM Group IP LLC          | TWO-PIECE RELIEF VALVE COMPONENT  | 29/712,668         | 11/11/2019 |                     |                   |
| FRAM Group IP LLC          | TWO-PIECE RELIEF VALVE COMPONENT  | 29/712,851         | 11/12/2019 |                     |                   |
| Trico Products Corporation | RUBBER WIPER BLADE ELEMENT WITH FRICTION REDUCING AGENT THAT CONTINUOUSLY MIGRATES TO THE SURFACE       | 14/736,409         | 6/11/2015  | 10,207,682          | 2/19/2019         |
| Trico Products Corporation | WINDSCREEN WIPER DEVICE   | 14/974,397         | 12/18/2015 | 10369969            | 8/6/2019          |
| Trico Products Corporation | WINDSCREEN WIPER DEVICE   | 15/372,608         | 12/8/2016  | 10,576,938          | 3/3/2020          |
| Trico Products Corporation | WINDSCREEN WIPER DEVICE   | 15/620,852         | 6/13/2017  | 10328904            | 6/25/2019         |
| Trico Products Corporation | WINDSCREEN WIPER DEVICE   | 15/642,595         | 7/6/2017   | 10293791            | 5/21/2019         |
| Trico Products Corporation | WINDSCREEN WIPER DEVICE   | 15/783,327         | 10/13/2017 | 10,604,117          | 3/31/2020         |
| Trico Products Corporation | DIV PACKAGING SYSTEM INCLUDING A HOLDER FOR HOLDING A WINDSCREEN WIPER DEVICE                           | 15/846,874         | 12/19/2017 | 10,457,251          | 10/29/2019        |
| Trico Products Corporation | DIV - RUBBER WIPER BLADE ELEMENT WITH FRICTION REDUCING AGENT THAT CONTINUOUSLY MIGRATES TO THE SURFACE | 16/275,831         | 2/14/2019  |                     |                   |
| Trico Products Corporation | MULTIPLE WIPER BLADE ADAPTER FOR WIPER ASSEMBLY   | 62/868,221         | 6/28/2019  |                     |                   |
| Trico Products Corporation | WINDSCREEN WIPER DEVICE   | 16/560,390         | 9/4/2019   |                     |                   |
| Trico Products Corporation | WIPER BLADE CONNECTOR ASSEMBLY  | 16/646,664         | 3/12/2020  |                     |                   |

Schedule B

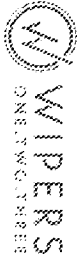
UNITED STATES TRADEMARKS

United States Trademarks and Applications

| Grantor                  | Name of Trademark  | Application Number | Filing Date | Registration Number | Registration Date |
|--------------------------|--|--------------------|-------------|---------------------|-------------------|
| Carter Fuel Systems, LLC | CARTER & design<br>(black and white)<br>                       | 88/769,603         | 1/22/2020   |                     |                   |
| Carter Fuel Systems, LLC | CARTER<br>ENGINEERED<br>QUALITY  | 88/783,271         | 2/3/2020    |                     |                   |
| Carter Fuel Systems, LLC | CARTER<br>ENGINEERED<br>QUALITY & design<br>(black & white)<br> | 88/783,278         | 2/3/2020    |                     |                   |
| Carter Fuel Systems, LLC | CARTER<br>ENGINEERED<br>QUALITY & design<br>(color)<br>         | 88/783,291         | 2/3/2020    |                     |                   |
| FRAM Group IP LLC        | AUTOLITE IRIIDIUM<br>ULTRA   | 88312042           | 2/22/2019   | 5856613             | 9/10/2019         |
| FRAM Group IP LLC        | Igniting Your<br>Passion   | 88533400           | 7/24/2019   |                     |                   |

| Grantor                  | Name of Trademark              | Application Number | Filing Date | Registration Number | Registration Date |
|--------------------------|--------------------------------|--------------------|-------------|---------------------|-------------------|
| FRAM Group IP LLC        | IGNITING YOUR PASSION          | 88/533,400         | 7/24/2019   |                     |                   |
| FRAM Group IP LLC        | FRAM FORCE                     | 88/795,883         | 2/13/2020   |                     |                   |
| FRAM Group IP LLC        | FRAM POWERFLOW                 | 88/795,856         | 2/13/2020   |                     |                   |
| FRAM Group IP LLC        | FRAM TITANIUM                  | 88/795,875         | 2/13/2020   |                     |                   |
| FRAM Group IP LLC        | PERFECT SEAL                   | 88/795,870         | 2/13/2020   |                     |                   |
| FRAM Group IP LLC        | TOTAL GRIP                     | 88/795,866         | 2/13/2020   |                     |                   |
| FRAM Group IP LLC        | FRAM                           | 88/835,444         | 3/16/2020   |                     |                   |
| FRAM Group IP LLC        | FRAM                           | 88/835,451         | 3/16/2020   |                     |                   |
| FRAM Group IP LLC        | FRAM                           | 88/835,458         | 3/16/2020   |                     |                   |
| FRAM Group IP LLC        | FRAM (stylized)<br><b>FRAM</b> | 88/835,466         | 3/16/2020   |                     |                   |
| FRAM Group IP LLC        | FRAM (stylized)<br><b>FRAM</b> | 88/835,479         | 3/16/2020   |                     |                   |
| FRAM Group IP LLC        | FRAM (stylized)<br><b>FRAM</b> | 88/835,485         | 3/16/2020   |                     |                   |
| Heatherton Holdings, LLC | WIPERS ONE, TWO, THREE         | 88/758,024         | 1/14/2020   |                     |                   |



| Grantor                    | Name of Trademark  | Application Number | Filing Date | Registration Number | Registration Date |
|----------------------------|--|--------------------|-------------|---------------------|-------------------|
| Heatherton Holdings, LLC   | <br>WIPERS ONE, TWO, THREE & design | 88/758,030         | 1/14/2020   |                     |                   |
| Strongarm, LLC             | PROGLIDE   | 88/767,633         | 1/21/2020   |                     |                   |
| Trico Products Corporation | SPEEDSET   | 88/740,350         | 12/27/2019  |                     |                   |
| Trico Products Corporation | SPEEDSET<br>TYPHOON  | 88/740,364         | 12/27/2019  |                     |                   |
| Trico Products Corporation | TRICO MAXX   | 88/401,576         | 4/25/2019   |                     |                   |
| Trico Products Corporation | FIRST BRANDS   | 88/804,745         | 2/10/2020   |                     |                   |
| Trico Products Corporation | FIRST BRANDS   | 88/804,753         | 2/20/2020   |                     |                   |
| Trico Products Corporation | FIRST BRANDS   | 88/804,761         | 2/20/2020   |                     |                   |
| Trico Products Corporation | TRICO EXACT FIT  | 88/850,081         | 3/27/2020   |                     |                   |

**Schedule C**

**UNITED STATES COPYRIGHTS**

**United States Copyrights**

None.

**United States Copyright Applications**

None.

**PATENT**

**REEL: 052459 FRAME: 0180**

**RECORDED: 04/22/2020**