

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6390726

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOUTH/WIN, LLC	11/09/2020
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
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City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11147947
CORRESPONDENCE DATA		
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<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>		
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NAME OF SUBMITTER:	JESSICA BAJADA-SILVA	
SIGNATURE:	/s/ Jessica Bajada-Silva	
DATE SIGNED:	11/09/2020	
Total Attachments: 7		
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of November 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of November 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); provided that, the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which any Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); provided that the security interest in the Patent Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Patent Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Patent Security 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 by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Patent Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

HIGHLINE AFTERMARKET, LLC
SOUTH / WIN, LLC,
each as a Grantor

By: _____

Name: Darcy Curran

Title: Chief Executive Officer

[Signature Page to First Lien Patent Security Agreement]

WARREN DISTRIBUTION, INC.,
as a Grantor

By: _____

Name: Nancy Curran

Title: Chief Executive Officer

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 054310 FRAME: 0294

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Kiefer Hotek
Title: Authorized Officer

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Owner</u>
Container	US	29466744	D747206	Warren Distribution, Inc.
Container w/textured surface	US	29461452	D747205	Warren Distribution, Inc.
Antifreeze Composition and Method	US	11147947	7247254	South/Win, LLC
Aerosol Dispenser Cap	US	29630969	D833277	Highline Aftermarket, LLC
Bucket Reel Device	US	15412855	10214380	Highline Aftermarket, LLC
Combination Tire Valve Core Removal and Fluid Fill Tool	US	15167463	9630596	Highline Aftermarket, LLC
Digital Tire Pressure and Tread Depth Gauge	US	29435888	D702143	Highline Aftermarket, LLC
Grease Gun Adaptor	US	14268367	9297498	Highline Aftermarket, LLC
Hexagonal Package Design for Air Hose	US	29456289	D714618	Highline Aftermarket, LLC
Hose Reel Construction	US	29407005	D664026	Highline Aftermarket, LLC
Package Display Card With Die Cut Silhouette Pattern of Product Profile	US	13777251	9169053	Highline Aftermarket, LLC
Pneumatic Tire Repair and Inflation Device	US	15476190	10011082	Highline Aftermarket, LLC
Tire Sealant Delivery System	US	13181196	9073269	Highline Aftermarket, LLC