

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7194519

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	NCS VEHICLE CARE, INC.	02/24/2022
RECEIVING PARTY DATA		
Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	
Street Address:	245 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10167	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8513179
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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:	2129061216	
Email:	angela.amaru@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
Address Line 1:	1271 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	040896-0155	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	02/25/2022	
Total Attachments: 5		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of February 24, 2022, by the undersigned grantor (the “Grantor”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a party to a Security Agreement dated as of December 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) all Patents, Trademarks and Copyrights of the Grantor included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized by any of the foregoing Trademarks, and (c) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing Patents, Copyrights or Trademarks, or unfair competition regarding the same.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

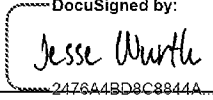
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form reasonably acceptable to the Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.

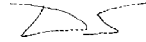
[Signature pages follow]

NCS VEHICLE CARE, INC.
as a Grantor

By:  _____
Name: Jesse Wurth
Title: Chief Operating Officer

ARES CAPITAL CORPORATION,
as Administrative Agent

By:



Name: David Schwartz

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 059098 FRAME: 0061

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Trademarks

Patents:

TITLE	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	RECORD OWNER
DETERGENT RESISTANT CAR POLISH	12/966569	12/13/2010	8,513,179	NCS Vehicle Care, Inc.

Trademarks:

None