

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8223632

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF FIRST LIEN TRADEMARK SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BARCLAYS BANK PLC, AS RESIGNING COLLATERAL AGENT	10/12/2023
RECEIVING PARTY DATA	
Name:	ROYAL BANK OF CANADA, AS SUCCESSOR COLLATERAL AGENT
Street Address:	155 WELLINGTON STREET WEST, 8TH FLOOR
City:	ONTARIO
State/Country:	CANADA
Postal Code:	M5V 3K7
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7913713
Application Number:	15796566
CORRESPONDENCE DATA	
Fax Number:	(202)835-7586
<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:	2028357500
Email:	dcip@milbank.com
Correspondent Name:	JAVIER J. RAMOS, ESQ.
Address Line 1:	1850 K STREET, NW, SUITE 1100
Address Line 2:	MILBANK, LLP
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	28804.00007
NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/16/2023
Total Attachments: 8	
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Assignment and Assumption of First Lien Term Loan Intellectual Property Security Agreement

This ASSIGNMENT AND ASSUMPTION OF FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Assignment and Assumption”), effective as of October 12, 2023 (the “Effective Date”), is made by Barclays Bank PLC having an address of 745 Seventh Avenue, New York, NY 10019 as resigning Collateral Agent, as assignor (the “Assignor”), and Royal Bank of Canada, having an address of 155 Wellington Street West, 8th Floor, Ontario M5V 3K7, as successor Collateral Agent, as assignee (the “Assignee”).

WHEREAS, FleetPride, Inc., an Alabama corporation (the “Grantor”), and the Assignor entered into (i) that certain First Lien Term Loan Intellectual Property Security Agreement, dated as of December 19, 2018 (the “Intellectual Property Security Agreement”), which was recorded with the (x) United States Copyright Office (the “USCO”) on January 4, 2019 at volume/document V9969D365, (y) the United States Patent and Trademark Office (the “USPTO”) on December 27, 2018 at reel/frame 6510/0504 (trademarks) and (z) the USPTO on December 27, 2018 at reel/frame 047863/0871 (patents), in each case, pursuant to that certain First Lien Pledge and Security Agreement, dated as of December 19, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), in favor of the Assignor, and (ii) that certain First Lien Term Loan Agreement, dated as of December 19, 2018 (as amended by the First Amendment to First Lien Term Loan Agreement, dated as of February 4, 2019, as amended by the Second Amendment to First Lien Term Loan Agreement, dated as of June 20, 2023, as amended by the Third Amendment to First Lien Term Loan Agreement, dated as of September 29, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Term Loan Agreement”), by and among, *inter alios*, the Grantor, ASP FleetPride Intermediate Holdings, Inc. (f/k/a ASP Fastlane Holdings, Inc.), a Delaware corporation, the Lenders from time to time party thereto and the Assignor, as administrative agent and collateral agent for the First Lien Lenders, pursuant to which the Assignor received from the Grantor a continuing security interest in all of its right, title or interest in, to or under the IP Collateral (as defined in the Intellectual Property Security Agreement), including, but not limited to, the Copyrights set forth on Schedule A attached hereto (the “Copyright Collateral”), the Patents set forth on Schedule B attached hereto (the “Patent Collateral”) and the Trademarks set forth on Schedule C attached hereto (the “Trademark Collateral”), and made a part hereof and the right to receive all Proceeds therefrom as collateral security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations;

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Assignor as resigning agent, the Assignee as succeeding agent, and the other parties party thereto (the “Instrument”), the Assignor has resigned as Collateral Agent under the First Lien Term Loan Agreement and the other Loan Document and has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the First Lien Term Loan Agreement and other Loan Documents, including the Intellectual Property Security Agreement; and

WHEREAS, the Assignor and the Assignee desire to enter into this Agreement to evidence the resignation of Assignor as the Administrative Agent, the appointment of Assignee as Collateral Agent and the assignment by Assignor to Assignee of the Intellectual Property Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

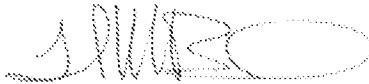
1. Terms not otherwise defined herein shall have the meanings assigned to them under the Instrument or the First Lien Term Loan Agreement, as applicable.

2. Pursuant to the terms of the Instrument and without warranty, representation or recourse of any kind, either express or implied, the Assignor hereby assigns, transfers, grants and conveys to the Assignee for the ratable benefit of the Secured Parties all of its rights, title and interest in, to and under the Intellectual Property Security Agreement, including, without limitation, its security interest in, and Lien on, the IP Collateral thereunder, and the Assignee hereby accepts and assumes the foregoing assignment and all of such title, interest, security interests and Lien.
3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the USCO and the USPTO, as applicable. The parties hereby authorize and request (i) the Register for Copyrights to record this Assignment and Assumption in the USCO with respect to the Copyright Collateral, (ii) the Commissioner for Patents to record this Assignment and Assumption in the USPTO with respect to the Patent Collateral and (iii) the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BARCLAYS BANK PLC

By:  _____

Name: Tom Blouin

Title: Managing Director

FLEETPRIDE, INC., as Borrower

By:

Name:  Baron Oursler

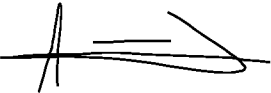
Title: Vice President and Secretary

[Signature Page to Assignment and Assumption of Intellectual Property Security Agreement (First Lien)]

PATENT
REEL: 065243 FRAME: 0326

Accepted:

ROYAL BANK OF CANADA

By:  _____

Name: Annie Lee

Title: Manager, Agency Services

Schedule A

Volume 9969 Document 365

COPYRIGHT REGISTRATIONS

Registered Owner/ Grantor	Title	Registration Number
FleetPride, Inc.	National Parts Guide (2015)	TX0008375780
FleetPride, Inc.	Bearing overhaul kits: differential and transmission applications/Truck Parts & Equipment	TX0000651614
FleetPride, Inc.	Differential & transmission identification catalogue/Truck Parts & Equipment	TX0000763269

Schedule B

Reel 047863 / Frame 0871

PATENTS

Registered Owner/ Grantor	Patent Number	Title
FleetPride, Inc.	7913713	Combination Wet Kit

PATENT APPLICATIONS

Registered Owner/ Grantor	Application Number	Title
FleetPride, Inc.	15/796,566	Adjustable Tie Rod Assemblies and Method

Schedule C

TRADEMARK REGISTRATIONS AND APPLICATIONS

REEL 6510 / FRAME 0504

Registered Owner/ Grantor	Country	Trademark	Registration No.	Registration Date
FleetPride, Inc.	USA	HD VALUE	5481621	05/20/2018
FleetPride, Inc.	USA	FLEETPRIDE TRUCK & TRAILER PARTS	4127809	04/17/2012
FleetPride, Inc.	USA	FLEETCARD TRUCK SERVICE CENTER	3668445	08/18/2009
FleetPride, Inc.	USA	COUNT ON US	3668420	08/18/2009
FleetPride, Inc.	USA	WE LIVE AND BREATHE HEAVY DUTY	3668390	08/18/2009
FleetPride, Inc.	USA	PBC PRIMA BRAKE COMPONENTS	3521775	10/21/2008
FleetPride, Inc.	USA	PRIMAPOWER	3683554	9/15/2009
FleetPride, Inc.	USA	PRIMA TECH	3795986	06/01/2010
FleetPride, Inc.	USA	VANTAGEPOWER	3545435	12/09/2008
FleetPride, Inc.	USA	PRIMATRONICS	3522744	10/21/2008
FleetPride, Inc.	USA	OTR	3311988	10/16/2007
FleetPride, Inc.	USA	TORQUE TECHNOLOGY	3612769	04/28/2009
FleetPride, Inc.	USA	WORLDWIDE HEAVY DUTY POWER PRODUCTS	3133482	08/22/2006
FleetPride, Inc.	USA	TORQUE TECHNOLOGY	3246242	05/29/2007
FleetPride, Inc.	USA	FLEETPRIDE	2682136	02/04/2003
FleetPride, Inc.	USA	FLEETPRIDE HEAVY DUTY EXPERTS	2992713	09/06/2005

Registered Owner/ Grantor	Country	Trademark	Serial No.
FleetPride, Inc.	USA	HD VALUE	86908521
FleetPride, Inc.	USA	OTR	86456516
FleetPride, Inc.	USA	OTR EXPERTISE BUILT-IN	86456637
FleetPride, Inc.	USA	EXPERTISE BUILT-IN	86456682

PATENT