

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRICO PRODUCTS CORPORATION		09/30/2014	CORPORATION: NEW YORK
AVM INDUSTRIES, LLC		09/30/2014	LIMITED LIABILITY COMPANY: OHIO
CARTER FUEL SYSTEMS, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as First Lien Term Loan Administrative Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Secured Party: DELAWARE		
PROPERTY NUMBERS Total: 70			
Property Type	Number	Word Mark	
Registration Number:	3649551	STRONGARM	
Serial Number:	86151162	STEADY LIFT	
Registration Number:	3649549	STRONGARM	
Registration Number:	1736085	AVM	
Registration Number:	1307664	CARTER	
Registration Number:	2299346	ALLWEATHER	
Registration Number:	2575252	EXACT FIT	
Registration Number:	4202550	TRICO INSITES	
Registration Number:	4273359	TRICO ICE	
Serial Number:	86232263	TRICO INSTINCT	
Registration Number:	4401380	XTRACLEAR	
Registration Number:	4470690	TRICO ONYX	
Serial Number:	86022040	TRICO SENTRY	
Serial Number:	86105848	TRICO VIRTUAL WIPER SPECIALIST	
Registration Number:	3093934	FLEETEDGE	
Registration Number:	3114935	FLEETEDGE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2560433	GLOBAL I
Registration Number:	3083676	INNOVISION
Registration Number:	3294538	NEOFORM
Registration Number:	3354236	NEW CURVED WIPERS ARE FLAT OUT BETTER
Registration Number:	1830279	NU-VISION
Registration Number:	3091192	OKTANE
Registration Number:	3090759	OKTANE
Registration Number:	1877162	OPTIMIZER
Registration Number:	1846190	RAINGUARD
Registration Number:	2438477	ROBERK
Registration Number:	3782567	SWIFT
Registration Number:	3266549	THE FOREMOST IN WIPER TECHNOLOGY
Registration Number:	2292526	TRICO
Registration Number:	1200365	TRICO
Registration Number:	0507812	TRICO
Registration Number:	0167037	TRICO
Registration Number:	3779335	TRICO FLEX
Registration Number:	2179565	TRICO VISIONALL
Registration Number:	4176978	HIGHGLIDE
Registration Number:	2630493	TRICO WIPER SYSTEMS: INNOVATIONS SEEN CL
Registration Number:	2980567	TSN
Registration Number:	3698542	VISIONALL
Registration Number:	3098938	WINTEREDGE
Registration Number:	3127593	WINTEREDGE
Registration Number:	3011377	WIPER BLADES THAT JUST CLICK ON EASY
Registration Number:	2217868	
Registration Number:	2750687	WORLD CLASS
Registration Number:	3963165	DUAL-SHIELD
Registration Number:	3963168	ENGINEERED BY TRICO
Registration Number:	3877852	IT'S RAINING REBATES
Registration Number:	3986390	MEMORY CURVE STEEL
Registration Number:	3999585	TRICO
Registration Number:	3959966	TRICO CHILL
Registration Number:	4199254	TRICO FACTORY REPLACEMENT CENTER
Registration Number:	4053667	FOR THE BEST VIEW ALL AROUND YOU
Registration Number:	4094644	TRICO FORCE
Registration Number:	4013718	TRICO SEEING YOU THROUGH
Registration Number:	4007438	TRICO SENSE
Serial Number:	77961960	TRICO SHIELD

TRADEMARK

REEL. 005373 FRAME. 0779

Property Type	Number	Word Mark
Registration Number:	3877920	TRICO TECH
Registration Number:	3939063	TRICO VIEW
Registration Number:	4455407	TRICO VIEW
Registration Number:	3955407	WIPE THE WIN-SHIELD
Registration Number:	3958652	WIPE THE WIN-SHIELD
Registration Number:	4140278	VORTEC
Registration Number:	3989595	SHIELD
Registration Number:	1598479	WINDSPOILER
Registration Number:	2354612	ALL SEASON PLUS
Registration Number:	1935187	METALIST TRIDON
Registration Number:	1968886	METALIST
Registration Number:	1923542	RAIN PRO
Registration Number:	2024029	THIN REPLACEMENT REFILL TRIDON
Registration Number:	2022109	TRIDON
Registration Number:	1707999	AEROFOIL

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 617-526-9600
Email: oandrews@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: ONE INTERNATIONAL PLACE
Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	40767.132
NAME OF SUBMITTER:	Elias Schilowitz
SIGNATURE:	/Elias Schilowitz/
DATE SIGNED:	10/02/2014

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among TRICO PRODUCTS CORPORATION, a New York Corporation, AVM INDUSTRIES, LLC an Ohio Limited Liability Company, CARTER FUEL SYSTEMS, LLC, a Delaware Limited Liability Company (the "Grantors", and each individually, a "Grantor") JEFFERIES FINANCE LLC, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the First Lien Term Loan Credit Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Crowne Group Holdings, LLC a Delaware limited liability company, Crowne Group, LLC a Delaware limited liability company, (the "Borrower"), the Lenders identified therein and the Administrative Agent and each of the other parties party thereto from time to time and (b) the First Lien Term Loan Guaranty, Pledge and Security Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, each of the other Grantors identified therein and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The interpretive provisions set forth in Section 1.03 of the Credit Agreement shall apply hereto, *mutatis mutandis*.

Section 2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Secured Obligations, the Grantors hereby grant to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest (the "Security Interest") in all of the Grantors' right, title and interest in, to and under Collateral consisting of any Trademarks arising under the Laws of the United States now owned or at any time hereafter acquired by the Grantors, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office 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 under applicable Requirements of Law or other Excluded Property (the "Trademark Collateral"). The Grantors authorize and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. Counterparts. This Agreement 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 signature page to this

Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 5 Termination. Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Trademark Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors (at the Grantors' sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Trademark Collateral under this Agreement and take any other actions reasonably requested by the Grantors to effect such release.

Section 6. GOVERNING LAW. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of law principles.

Section 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

AVM INDUSTRIES, LLC

By: 

Name: Patrick James

Title: Chairman and Chief Executive Officer

CARTER FUEL SYSTEMS, LLC

By: 

Name: Patrick James

Title: Chairman and Chief Executive Officer

The undersigned hereby becomes a party to this Agreement effective immediately upon consummation of the Acquisition and hereby expressly assumes, and shall have, all rights and obligations of a Grantor under this Agreement.

GRANTOR:

TRICO PRODUCTS CORPORATION

By: 

Name: Patrick James

Title: Chairman and Chief Executive Officer


Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

Schedule I to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Name of Trademark	Application Number	File Date	Registration Number	Registration Date
AVM Industries, LLC	STEADY LIFT	86151162	12/23/13	--	--
AVM Industries, LLC	STRONGARM 	77463000	5/1/08	3649551	7/7/09
AVM Industries, LLC	STRONGARM	77462783	5/1/08	3649549	7/7/09
AVM Industries, LLC	AVM	74244724	2/10/92	1736085	12/1/92
CARTER FUEL SYSTEMS, LLC	CARTER	73409563	1/17/83	1307664	12/4/84
Trico Products Corporation	ALL WEATHER (stylized letters)	75/409333	12/22/97	2,299,346	12/14/99
Trico Products Corporation	EXACT FIT	76/046065	5/11/00	2,575,252	6/4/02
Trico Products Corporation	TRICO INSITES	85598836	4/16/12	4202550	9/4/12
Trico Products Corporation	TRICO ICE	85528729	1/30/12	4273359	1/8/13

Grantor	Name of Trademark	Application Number	File Date	Registration Number	Registration Date
Trico Products Corporation	TRICO INSTINCT	86232263	3/26/14	--	--
Trico Products Corporation	XTRACLEAR	85666246	7/1/12	4401380	9/10/13
Trico Products Corporation	TRICO ONYX	85963710	6/19/13	4470690	1/21/14
Trico Products Corporation	TRICO SENTRY	86022040	7/29/13	--	--
Trico Products Corporation	TRICO VIRTUAL WIPER SPECIALIST	86105848	10/30/13	--	--
Trico Products Corporation	FLEETEDGE	78355003	1/21/04	3093934	5/16/06
Trico Products Corporation	FLEETEDGE (with design)	78351968	1/14/04	3114935	7/11/06
Trico Products Corporation	GLOBAL I (word mark)	78/011589	6/7/00	2,560,433	4/9/02
Trico Products Corporation	INNOVISION	78437495	6/18/04	3083676	4/18/06
Trico Products Corporation	NEOFORM	77010092	9/28/06	3294538	9/18/07
Trico Products Corporation	NEW CURVED WIPERS ARE FLAT OUT BETTER	78891791	5/24/06	3354236	12/11/07
Trico Products Corporation	NU-VISION (word mark)	--	--	1830279	4/12/94

Grantor	Name of Trademark	Application Number	File Date	Registration Number	Registration Date
Trico Products Corporation	OKTANE	78419142	5/14/04	3091192	5/9/06
Trico Products Corporation	OKTANE (and design)	76594880	6/1/04	3090759	5/9/06
Trico Products Corporation	OPTIMIZER (word mark)	--	--	1877162	1/31/95
Trico Products Corporation	RAINGUARD (word mark)	--	--	1846190	7/19/94
Trico Products Corporation	ROBERK (word mark)	76/006435	3/21/00	2438477	3/27/01
Trico Products Corporation	SWIFT	77715084	4/16/09	3782567	4/27/10
Trico Products Corporation	THE FOREMOST IN WIPER TECHNOLOGY	77012664	10/03/06 (effective filing date 5/2/07 due to amendment to Supp register)	3266549 Supplemental Register	7/17/07
Trico Products Corporation	TRICO (word mark)	75/536768	8/17/98	2292526	11/16/99
Trico Products Corporation	TRICO (and pyramid design, without border)	--	--	1,200,365	7/6/82
Trico Products Corporation	TRICO (and windshield design with little car)	--	--	0507812	3/22/49
Trico Products Corporation	TRICO (stylized letters)	--	--	0167037	4/24/23

Grantor	Name of Trademark	Application Number	File Date	Registration Number	Registration Date
Trico Products Corporation	TRICO FLEX	77714971	4/16/09	3779335	4/20/10
Trico Products Corporation	TRICO VISIONALL (word mark)	75/249073	2/27/97	2179565	8/4/98
Trico Products Corporation	HIGHGLIDE	85366348	7/8/11	4176978	7/17/12
Trico Products Corporation	TRICO WIPER SYSTEMS: INNOVATIONS SEEN CLEAR ACROSS THE GLOBE	76/199303	1/12/01	2630493	10/8/02
Trico Products Corporation	TSN Logo	76575289	2/12/04	2980567	8/2/05
Trico Products Corporation	VISIONALL	77704967	4/2/09	3698542	10/20/09
Trico Products Corporation	WINTEREDGE	78354986	1/21/04	3098938	5/30/06
Trico Products Corporation	WINTERedge (stylized letters)	78351979	1/14/04	3127593	8/8/06
Trico Products Corporation	WIPER BLADES THAT JUST CLICK ON EASY	78482595	9/13/04	3011377	11/1/05
Trico Products Corporation	Wiper World Design	75/295052	5/20/97	2217868	1/12/99
Trico Products Corporation	WORLD CLASS (word mark)	75/686893	4/20/99	2750687	8/12/03

Grantor	Name of Trademark	Application Number	File Date	Registration Number	Registration Date
Trico Products Corporation	DUAL-SHIELD	77961929	3/18/10	3963165	5/17/11
Trico Products Corporation	ENGINEERED BY TRICO	77961984	3/18/10	3963168	5/17/11
Trico Products Corporation	IT'S RAINING REBATES	77807124	8/18/09	3877852	11/16/10
Trico Products Corporation	MEMORY CURVE STEEL	77832175	9/22/09	3986390	6/28/11
Trico Products Corporation	TRICO (new logo)	85071490	6/25/10	3999585	7/19/11
Trico Products Corporation	TRICO CHILL	85118315	8/30/10	3959966	5/10/11
Trico Products Corporation	TRICO FACTORY REPLACEMENT CENTER	85197248	12/14/10	4199254	8/28/12
Trico Products Corporation	FOR THE BEST VIEW ALL AROUND YOU	77982181	3/5/10	4053667	11/8/11
Trico Products Corporation	TRICO FORCE	85238146	2/9/11	4094644	1/31/12
Trico Products Corporation	TRICO SEEING YOU THROUGH	85084721	7/14/10	4013718	8/16/11
Trico Products Corporation	TRICO SENSE	85084692	7/14/10	4007438	8/2/11
Trico Products Corporation	TRICO SHIELD	77961960	3/18/10	--	--

Grantor	Name of Trademark	Application Number	File Date	Registration Number	Registration Date
Trico Products Corporation	TRICO TECH	77831351	9/21/09	3877920	11/16/10
Trico Products Corporation	TRICO VIEW	77981292	12/1/09	3939063	3/29/11
Trico Products Corporation	TRICO VIEW	85293965	4/13/11	4455407	12/24/13
Trico Products Corporation	WIPE THE WIN-SHIELD	77808749	8/20/09	3955407	5/3/11
Trico Products Corporation	WIPE THE WIN-SHIELD & design	77808742	8/20/09	3958652	5/10/11
Trico Products Corporation	VORTEC	85327240	5/23/11	4140278	5/8/12
Trico Products Corporation	SHIELD	8518460	11/24/10	3989595	7/5/11
Trico Products Corporation	WINDSPOILER	--	--	1598479	5/29/90
Trico Products Corporation	ALL SEASON PLUS	75/535540	8/23/98 (convention priority 5/6/98 Canada)	2354612	6/6/00
Trico Products Corporation	METALIST TRIDON (stylized words/Tridon in small print)	74/578643	9/26/94	1935187	11/14/95
Trico Products Corporation	METALIST	74/526428	5/19/94	1968886	4/16/96

Grantor	Name of Trademark	Application Number	File Date	Registration Number	Registration Date
Trico Products Corporation	RAINPRO & Design	74/500760	3/16/94 (convention priority - Canada)	1923542	10/3/95
Trico Products Corporation	THIN REPLACEMENT REFILL TRIDON (and design)	75/053853	2/5/96	2024029	12/17/96
Trico Products Corporation	TRIDON	75/041700	1/11/96	2022109	12/10/96
Trico Products Corporation	AEROFOIL	74089206	8/17/1990	1707999	8/18/1992