

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AVM INDUSTRIES, LLC		05/26/2016	Limited Liability Company: OHIO
CARTER FUEL SYSTEMS, LLC		05/26/2016	Limited Liability Company: DELAWARE
TRICO PRODUCTS CORPORATION		05/26/2016	Corporation: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC
<b>Street Address:</b>	40 West 57th Street
<b>Internal Address:</b>	33rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 68**

Property Type	Number	Word Mark
<b>Serial Number:</b>	86151162	STEADY LIFT
<b>Registration Number:</b>	3649551	STRONGARM
<b>Registration Number:</b>	3649549	STRONGARM
<b>Registration Number:</b>	1307664	CARTER
<b>Registration Number:</b>	2299346	ALLWEATHER
<b>Registration Number:</b>	2575252	EXACT FIT
<b>Registration Number:</b>	4202550	TRICO INSITES
<b>Registration Number:</b>	4273359	TRICO ICE
<b>Registration Number:</b>	4664872	TRICO INSTINCT
<b>Registration Number:</b>	4401380	XTRACLEAR
<b>Registration Number:</b>	4470690	TRICO ONYX
<b>Registration Number:</b>	4585882	TRICO SENTRY
<b>Serial Number:</b>	86105848	TRICO VIRTUAL WIPER SPECIALIST
<b>Registration Number:</b>	3093934	FLEETEDGE

CH \$1715.00 86151162

Property Type	Number	Word Mark
Registration Number:	3114935	FLEETEDGE
Registration Number:	2560433	GLOBAL I
Registration Number:	3083676	INNOVISION
Registration Number:	3294538	NEOFORM
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

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:	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
Serial Number:	87014604	TRICO RAIN PRO
Serial Number:	86749881	SELL UP, SURF'S UP
Serial Number:	86645000	SEEING YOU THROUGH

**CORRESPONDENCE DATA**

Fax Number: 2128225096

*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.*

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: 28 Liberty Street

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	34408.02300
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	05/30/2016

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT dated as of May 26, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among AVM Industries, LLC, an Ohio limited liability company, Carter Fuel Systems, LLC, a Delaware limited liability company, and Trico Products Corporation, a New York corporation (each individually a "Grantor" and collectively the "Grantors"), and HPS Investment Partners, LLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit and Guaranty Agreement, dated as of May 26, 2016 (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 Collateral Agent and each of the other parties party thereto from time to time and (b) the Term Loan Pledge and Security Agreement, dated as of May 26, 2016 (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 Collateral 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 1.3 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 Collateral 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 request that the Commissioner for Trademarks record this Agreement.

Section 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Collateral 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 COLLATERAL AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL 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.

**GRANTOR:**

TRICO PRODUCTS CORPORATION  
AVM INDUSTRIES, LLC  
CARTER FUEL SYSTEMS, LLC

By: \_\_\_\_\_

Name: Patrick James

Title: Chief Executive Officer

[Signature Page to Term Loan Trademark Security Agreement]

Accepted and Agreed:

**HPS INVESTMENT PARTNERS, LLC,**  
as Collateral Agent,

By: \_\_\_\_\_  
Name: Vikas Keswani  
Title: Managing Director

[Signature Page to Term Loan Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005802 FRAME: 0524**

Schedule I to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
STEADY LIFT	86151162	12/23/13	--	--
STRONGARM 	77463000	5/1/08	3649551	7/7/09
STRONGARM	77462783	5/1/08	3649549	7/7/09
CARTER	73409563	1/17/83	1307664	12/4/84
ALL WEATHER (stylized letters)	75/409333	12/22/97	2,299,346	12/14/99
EXACT FIT	76/046065	5/11/00	2,575,252	6/4/02
TRICO INSITES	85598836	4/16/12	4202550	9/4/12
TRICO ICE	85528729	1/30/12	4273359	1/8/13
TRICO INSTINCT	86232263	3/26/14	4664872	12/30/2014
XTRACLEAR	85666246	7/1/12	4401380	9/10/13
TRICO ONYX	85963710	6/19/13	4470690	1/21/14
TRICO SENTRY	86022040	7/29/13	4585882	8/12/2014
TRICO VIRTUAL WIPER SPECIALIST	86105848	10/30/13	--	--
FLEETEDGE	78355003	1/21/04	3093934	5/16/06
FLEETEDGE (with design)	78351968	1/14/04	3114935	7/11/06
GLOBAL I (word mark)	78/011589	6/7/00	2,560,433	4/9/02
INNOVISION	78437495	6/18/04	3083676	4/18/06



NEOFORM	77010092	9/28/06	3294538	9/18/07
NU-VISION (word mark)	74414473	7/19/1993	1830279	4/12/94
OKTANE	78419142	5/14/04	3091192	5/9/06
OKTANE (and design)	76594880	6/1/04	3090759	5/9/06
OPTIMIZER (word mark)	74392841	5/20/1993	1877162	1/31/95
RAINGUARD (word mark)	74345587	1/4/1993	1846190	7/19/94
ROBERK (word mark)	76/006435	3/21/00	2438477	3/27/01
SWIFT	77715084	4/16/09	3782567	4/27/10
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 (word mark)	75/536768	8/17/98	2292526	11/16/99
TRICO (and pyramid design, without border)	73213249	4/26/79	1,200,365	7/6/82
TRICO (and windshield design with little car)	71529725	7/26/47	507812	3/22/49
TRICO (stylized letters)	71170909	10/18/22	167037	4/24/23
TRICO FLEX	77714971	4/16/09	3779335	4/20/10
TRICO VISIONALL (word mark)	75/249073	2/27/97	2179565	8/4/98
HIGHGLIDE	85366348	7/8/11	4176978	7/17/12
TRICO WIPER SYSTEMS: INNOVATIONS SEEN CLEAR ACROSS THE GLOBE	76/199303	1/12/01	2630493	10/8/02

TSN Logo	76575289	2/12/04	2980567	8/2/05
VISIONALL	77704967	4/2/09	3698542	10/20/09
WINTEREDGE	78354986	1/21/04	3098938	5/30/06
WINTERedge (stylized letters)	78351979	1/14/04	3127593	8/8/06
WIPER BLADES THAT JUST CLICK ON EASY	78482595	9/13/04	3011377	11/1/05
Wiper World Design	75/295052	5/20/97	2217868	1/12/99
WORLD CLASS (word mark)	75/686893	4/20/99	2750687	8/12/03
DUAL-SHIELD	77961929	3/18/10	3963165	5/17/11
ENGINEERED BY TRICO	77961984	3/18/10	3963168	5/17/11
IT'S RAINING REBATES	77807124	8/18/09	3877852	11/16/10
MEMORY CURVE STEEL	77832175	9/22/09	3986390	6/28/11
TRICO (new logo)	85071490	6/25/10	3999585	7/19/11
TRICO CHILL	85118315	8/30/10	3959966	5/10/11
TRICO FACTORY REPLACEMENT CENTER	85197248	12/14/10	4199254	8/28/12
FOR THE BEST VIEW ALL AROUND YOU	77982581	3/5/10	4053667	11/8/11
TRICO FORCE	85238146	2/9/11	4094644	1/31/12
TRICO SEEING YOU THROUGH	85084721	7/14/10	4013718	8/16/11
TRICO SENSE	85084692	7/14/10	4007438	8/2/11
TRICO TECH	77831351	9/21/09	3877920	11/16/10

TRICO VIEW	77981292	12/1/09	3939063	3/29/11
TRICO VIEW	85293965	4/13/11	4455407	12/24/13
WIPE THE WIN-SHIELD	77808749	8/20/09	3955407	5/3/11
WIPE THE WIN-SHIELD & design	77808742	8/20/09	3958652	5/10/11
VORTEC	85327240	5/23/11	4140278	5/8/12
SHIELD	85184460	11/24/10	3989595	7/5/11
ALL SEASON PLUS	75/535540	8/23/98 (convention priority 5/6/98 Canada)	2354612	6/6/00
METALIST TRIDON (stylized words/Tridon in small print)	74/578643	9/26/94	1935187	11/14/95
METALIST	74/526428	5/19/94	1968886	4/16/96
RAINPRO & Design	74/500760	3/16/94 (convention priority - Canada)	1923542	10/3/95
THIN REPLACEMENT REFILL TRIDON (and design)	75/053853	2/5/96	2024029	12/17/96
TRIDON	75/041700	1/11/96	2022109	12/10/96
TRICO RAIN PRO	87014604	4/26/2016	--	--
SELL UP, SURF'S UP	86749881	9/8/2015	--	--
SEEING YOU THROUGH	86645000	5/29/2015	4880932	1/5/2016