

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420165

| | | | |
|---|--------------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of Trademark Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AAHC Acquisition, LLC | | 03/17/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BNP Paribas, as Administrative Agent | | |
| Street Address: | 787 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Société Anonyme (Sa): FRANCE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3809979 | PRIME GRIP | |
| Registration Number: | 3598084 | PRIMEVISION | |
| Registration Number: | 4271365 | FTLS | |
| Registration Number: | 4022072 | TT&EW TECHNICIANS TOOL & EQUIPMENT WAREH | |
| Registration Number: | 1963770 | TVI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2138918763 | | |
| <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> | | | |
| Email: | rhonda.deleon@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 355 South Grand Avenue | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071-1560 | | |
| ATTORNEY DOCKET NUMBER: | 049018-0063 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| SIGNATURE: | /Rhonda DeLeon/ | | |
| DATE SIGNED: | 03/17/2017 | | |
| Total Attachments: 13 | | | |

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GRANT OF TRADEMARK SECURITY INTEREST

March 17, 2017

WHEREAS, the Grantors signatory hereto (each, a **“Grantor”** and collectively, the **“Grantors”**), own and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Highline Aftermarket Acquisition, LLC, a Delaware limited liability company (**“Company”**) has entered into a Credit Agreement, dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Credit Agreement”**) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the **“Lenders”**), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, **“Secured Party”**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **“Lender Swap Agreements”**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **“Swap Counterparties”**); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Guaranty”**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Security Agreement”**), among Company, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the

Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

**AAHC ACQUISITION, LLC
DYK AUTOMOTIVE, LLC
FTL ACQUISITION, LLC
PAW ACQUISITION, LLC**

By: 
Name: David Perez
Title: Chief Financial Officer

IE ACQUISITION, LLC

By: _____
Name: Thomas Janis
Title: Secretary and Treasurer

SERVICE CHAMP, INC.

By: _____
Name: Thomas Janis
Title: Chief Financial Officer

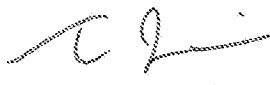
[Signature Page to Grant of Trademark Security Interest]

IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

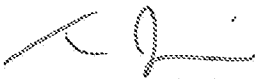
AAHC ACQUISITION, LLC
DYK AUTOMOTIVE, LLC
FTL ACQUISITION, LLC
PAW ACQUISITION, LLC

By: _____
Name: David Perez
Title: Chief Financial Officer

IE ACQUISITION, LLC

By:  _____
Name: Thomas Janis
Title: Secretary and Treasurer

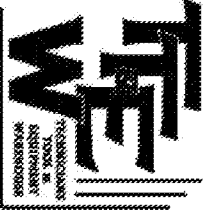

SERVICE CHAMP, INC.

By:  _____
Name: Thomas Janis
Title: Chief Financial Officer

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

| F&B NO. | Country | Trademark | Status | Serial No. | Filing Date | Reg. No. | Reg. Date | Current Owner |
|--------------------|----------------|-------------------------|---------------|-------------------|--------------------|-----------------|-------------------|-----------------------|
| | US | Prime Guard | Registered | 85636006 | May 25, 2012 | 4479662 | February 11, 2014 | PAW Acquisition, LLC |
| | US | Prime Grip | Registered | 77856154 | October 23, 2009 | 3809979 | June 29, 2010 | AAHC Acquisition, LLC |
| | US | PrimeVision | Registered | 77551784 | August 20, 2008 | 3598084 | March 31, 2009 | AAHC Acquisition, LLC |
| | US | FTLS | Registered | 85618630 | May 7, 2012 | 4271365 | January 8, 2013 | AAHC Acquisition, LLC |
| | US | FloRite Premium Filters | Registered | 77560374 | September 2, 2008 | 3611688 | April 28, 2009 | FTL Acquisition, LLC |

| FNB NO. | Country | Trademark | Status | Serial No. | Filing Date | Reg. No. | Reg. Date | Current Owner |
|------------|---------|---|------------|------------|-----------------|-----------|-------------------|-----------------------|
| | US | TT@EW / Technician's Tool & Equipment Warehouse  | Registered | 85213385 | January 7, 2011 | 4022072 | September 6, 2011 | AAHC Acquisition, LLC |
| | US | TVI*  | Registered | 74550341 | July 18, 1994 | 1963770 | March 26, 1996 | AAHC Acquisition, LLC |
| 68038.3.10 | US | MENDTITE | Registered | 76/391,806 | 3-Apr-02 | 2,663,162 | 17-Dec-02 | DYK Automotive, LLC |
| 68038.3.11 | US | POLYGUARD | Registered | 73/188,987 | 12-Oct-78 | 1,134,381 | 6-May-80 | DYK Automotive, LLC |
| 68038.3.12 | US | POLYGUARD | Registered | 78/800,789 | 27-Jan-06 | 3,488,666 | 19-Aug-08 | DYK Automotive, LLC |
| 68038.3.13 | US | POWER BLAST | Registered | 75/715,885 | 27-May-99 | 2,428,921 | 13-Feb-01 | DYK Automotive, LLC |

| FNB NO. | Country | Trademark | Status | Serial No. | Filing Date | Reg. No. | Reg. Date | Current Owner |
|------------|---------|---|------------|------------|-------------|-----------|-----------|---------------------|
| 68038.3.14 | US | ZECOL | Registered | 77379973 | 24-Jan-08 | 3702418 | 27-Oct-09 | DYK Automotive, LLC |
| 68038.3.15 | US | ZECOL-MAX | Registered | 75/625,195 | 22-Jan-99 | 2,443,233 | 10-Apr-01 | DYK Automotive, LLC |
| 68038.3.16 | US | AG AMGAUGE | Registered | 85/003,031 | 31-Mar-10 | 3,882,797 | 30-Nov-10 | DYK Automotive, LLC |
| 68038.3.17 | US | AP AUTO | Registered | 85002961 | 31-Mar-10 | 3857063 | 5-Oct-10 | DYK Automotive, LLC |
| 68038.3.18 | US | ARMOR | Registered | 85/002,079 | 30-Mar-10 | 3,936,938 | 29-Mar-11 | DYK Automotive, LLC |
| 68038.3.19 | US | AUTOTECH & Design (1) AUTotech | Registered | 77/936,862 | 16-Feb-10 | 3,979,033 | 14-Jun-11 | DYK Automotive, LLC |
| 68038.3.2 | US | ROBERT ELGART AUTOMOTIVE | Registered | 85864328 | 1-Mar-13 | 4786269 | 4-Aug-15 | DYK Automotive, LLC |
| 68038.3.20 | US | BLACK DIAMOND | Registered | 85/571,721 | 16-Mar-12 | 4,351,242 | 11-Jun-13 | DYK Automotive, LLC |


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|------------|---------|--|------------|------------|-------------|-----------|-----------|---------------------------|
| 68038.3.21 | US | CERTIFIED & Design (2)  | Registered | 74/222,280 | 18-Nov-91 | 1,740,557 | 15-Dec-92 | DYK Automotive, LLC |
| 68038.3.22 | US | CERTIFIED & Design (1)  | Registered | 85/841,275 | 5-Feb-13 | 4,527,870 | 13-May-14 | DYK Automotive, LLC |
| 68038.3.23 | US | COMET LITEZ | Registered | 85/654,684 | 18-Jun-12 | 4,518,408 | 22-Apr-14 | DYK Automotive, LLC |
| 68038.3.24 | US | CONTINENTAL LUBE SUPPLY & Design (1)  | Registered | 85/247,505 | 21-Feb-11 | 4,449,657 | 17-Dec-13 | DYK Automotive, LLC |
| 68038.3.25 | US | CONTINENTAL LUBE SUPPLY | Registered | 85/247,519 | 21-Feb-11 | 4,117,240 | 27-Mar-12 | DYK Automotive, LLC |
| 68038.3.27 | US | MASTER | Registered | 77/936,734 | 16-Feb-10 | 3,853,111 | 28-Sep-10 | DYK Automotive, LLC |

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|------------|---------|---|------------|------------|-------------|-----------|-----------|---------------------|
| 68038.3.28 | US | MASTER | Registered | 85/003,076 | 31-Mar-10 | 3,882,799 | 30-Nov-10 | DYK Automotive, LLC |
| 68038.3.3 | US | TWINCO ROMAX | Registered | 85/864,348 | 1-Mar-13 | 4,653,516 | 9-Dec-14 | DYK Automotive, LLC |
| 68038.3.30 | US | PRO-1 | Registered | 85/002,226 | 30-Mar-10 | 3,892,931 | 21-Dec-10 | DYK Automotive, LLC |
| 68038.3.31 | US | PRO/GAUGE | Registered | 77/461,103 | 29-Apr-08 | 3,590,301 | 17-Mar-09 | DYK Automotive, LLC |
| 68038.3.32 | US | SPORT GRIP | Registered | 85/646,732 | 8-Jun-12 | 4,374,729 | 30-Jul-13 | DYK Automotive, LLC |
| 68038.3.33 | US | STORMSHIELD | Registered | 85002166 | 30-Mar-10 | 3853993 | 28-Sep-10 | DYK Automotive, LLC |
| 68038.3.34 | US | SUPERIOR AUTOMOTIVE & Design (1) | Registered | 78437492 | 18-Jun-04 | 3045027 | 17-Jan-06 | DYK Automotive, LLC |
| | |  | | | | | | |
| 68038.3.36 | US | SUPERSKIN | Registered | 85/646,814 | 8-Jun-12 | 4,279,427 | 22-Jan-13 | DYK Automotive, LLC |

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|------------|---------|--|------------|------------|-------------|-----------|-----------|---------------------|
| 68038.3.37 | US | AG AMGAUGE & Design (1)  | Registered | 73/151,116 | 6-Dec-77 | 1,119,596 | 5-Jun-79 | DYK Automotive, LLC |
| 68038.3.38 | US | CLIMATE CONTROL | Registered | 74/056,215 | 7-May-90 | 1,636,592 | 5-Mar-91 | DYK Automotive, LLC |
| 68038.3.4 | US | KELTNER DISTRIBUTION | Registered | 85/864,373 | 1-Mar-13 | 4,517,173 | 22-Apr-14 | DYK Automotive, LLC |
| 68038.3.40 | US | FADE FREE | Registered | 77881008 | 25-Nov-09 | 3834227 | 17-Aug-10 | DYK Automotive, LLC |
| 68038.3.41 | US | MASTER | Registered | 73/418,284 | 22-Mar-83 | 1,306,627 | 27-Nov-84 | DYK Automotive, LLC |
| 68038.3.42 | US | MASTER | Registered | 76/584,532 | 30-Mar-04 | 2,959,241 | 7-Jun-05 | DYK Automotive, LLC |
| 68038.3.43 | US | STORMSHIELD & Design (1)  | Registered | 77/935,806 | 15-Feb-10 | 3,859,745 | 12-Oct-10 | DYK Automotive, LLC |

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|------------|---------|---|------------|------------|-------------|-----------|-----------|---------------------------|
| 68038.3.44 | US | SUPERIOR AUTOMOTIVE & Design (1)  | Registered | 85/017,912 | 20-Apr-10 | 3,886,058 | 7-Dec-10 | DYK Automotive, LLC |
| 68038.3.5 | US | ATLANTIC PACIFIC AUTOMOTIVE | Registered | 85/864,390 | 1-Mar-13 | 4,653,517 | 9-Dec-14 | DYK Automotive, LLC |
| 68038.3.6 | US | BUG BLAST WINDSHIELD WASHER | Registered | 76/397,043 | 16-Apr-02 | 2,677,862 | 21-Jan-03 | DYK Automotive, LLC |
| 68038.3.60 | US | ECO GUARD | Registered | 86554929 | 5-Mar-15 | 4994239 | 5-Jul-16 | DYK Automotive, LLC |
| 68038.3.61 | US | TRCAIR | Registered | 86540083 | 19-Feb-15 | 4984438 | 21-Jun-16 | DYK Automotive, LLC |
| 68038.3.7 | US | CHAIN PRO | Registered | 78/800,795 | 27-Jan-06 | 3,183,610 | 12-Dec-06 | DYK Automotive, LLC |
| 68038.3.8 | US | CHARCOAL CHEF | Registered | 78/800,791 | 27-Jan-06 | 3,183,609 | 12-Dec-06 | DYK Automotive, LLC |
| 68038.3.9 | US | INCREDIBLE ORANGE | Registered | 76/457,512 | 10-Oct-02 | 2,766,587 | 23-Sep-03 | DYK Automotive, LLC |

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|---------|---------------|---|------------|------------|-------------|-----------|--------------------|---------------------|
| | United States | SERVICE CHAMP | Registered | 75426746 | 2/16/99 | 2,224,297 | February 16, 1999 | Service Champ, Inc. |
| | United States | EZPAC | Registered | 77822705 | 09/09/09 | 4,418,799 | October 15, 2013 | IE Acquisition, LLC |
| | United States | INSTALLEREDGE FOR CAR CARE PROFESSIONALS | Registered | 77982384 | 11/02/09 | 4,030,408 | September 27, 2011 | IE Acquisition, LLC |
| | United States | INSTALLEREDGE | Registered | 77982836 | 08/07/09 | 4,095,017 | February 7, 2012 | IE Acquisition, LLC |
| | United States | INSTALLEREDGE | Registered | 77983569 | 08/07/09 | 4,400,449 | September 10, 2013 | IE Acquisition, LLC |
| | United States | INSTALLEREDGE FOR CAR CARE PROFESSIONALS (Design) | Registered | 77983587 | 11/02/09 | 4,444,081 | December 3, 2013 | IE Acquisition, LLC |
| | United States | AEROVISION | Registered | 86152741 | 12/26/13 | 4,572,325 | July 22, 2014 | IE Acquisition, LLC |
| | United States | HYDROGARD | Registered | 78787875 | 1/9/06 | 3192779 | 1/2/07 | IE Acquisition, LLC |
| | United States | INSTALLEREDGE | Registered | 78391921 | 3/26/04 | 3115012 | 7/11/06 | IE Acquisition, LLC |
| | United States | ULTRAPURE | Registered | 78787834 | 1/9/06 | 3180568 | 12/5/06 | IE Acquisition, LLC |

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|---------|-----------------|--|------------|------------|-------------|----------|-----------|----------------------|
| | United States | TEAM1  | Registered | 76396585 | 4/16/02 | 2790366 | 12/9/03 | Service Champ, Inc. |
| | Wisconsin State | HIGHLINE AFTERMARKET | Registered | | | | 7/6/16 | DYK Automotive, LLC |
| | Nebraska State | HIGHLINE AFTERMARKET | Registered | | | 10235693 | 12/19/16 | PAW Acquisition, LLC |

TRADEMARK
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