

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BBB Industries, LLC		08/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3144495	ATSCO	
Registration Number:	3477462	BBB INDUSTRIES	
Registration Number:	3371726	BBB INDUSTRIES	
Registration Number:	3649690	BBB INDUSTRIES	
Registration Number:	3470275	BBB INDUSTRIES	
Registration Number:	4749153	BBB SPEED	
Registration Number:	1150965	KING KALIPERS	
Registration Number:	3878351	NUGEON	
Registration Number:	3343252	OCA	
Registration Number:	5380727	PLATINUM	
Serial Number:	87560048	PLATINUM	
Serial Number:	87560063	SUPERIOR	
Registration Number:	5461019	SUPERIOR	
Registration Number:	1225738	WILSON	
Registration Number:	4749152	WILSON SPEED	
Registration Number:	4716106	TURBOSUPPLY	
Registration Number:	4983979	QRC REMAN	
Registration Number:	5072717	QRC	
Registration Number:	4913885	VISION-OE	
TRADEMARK			

CH \$490.00 3144495

CORRESPONDENCE DATA**Fax Number:** 2024083141

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: 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	332107
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	08/03/2018
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Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2018, between BBB INDUSTRIES, LLC, a Delaware limited liability company (the “**Grantor**”), and UBS AG, STAMFORD BRANCH, as Collateral Agent (this “**Trademark Security Agreement**”).

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, GC EOS Parent, Inc., a Delaware corporation (“**Holdings**”), GC EOS Buyer, Inc., a Delaware corporation (the “**Borrower**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and UBS AG, Stamford Branch, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings, the other Grantors party thereto and UBS AG, Stamford Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement:

The Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) rights to sue for past, present or future infringements of the foregoing;
- (iii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among GC EOS Parent, Inc., GC EOS Buyer, Inc., the lenders from time to time party thereto, UBS AG, Stamford Branch, as administrative agent and collateral agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

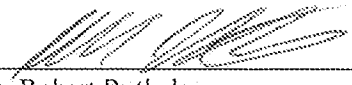
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent in the Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL/Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Loan Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL/Term Loan Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

BBB INDUSTRIES, LLC

By: _____



Name: Robert Rutledge
Title: Vice President

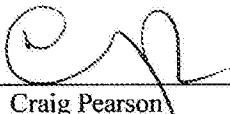
[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006404 FRAME: 0197

Acknowledged:

UBS AG, STAMFORD BRANCH,
as Collateral Agent



By: 
Name: Darlene Arias
Title: Director

By: 
Name: Craig Pearson
Title: Associate Director

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARKS

Grantor	Title	Filing Date	Status (Application /Registered)	Application /Registration No.
BBB Industries, LLC	ATSCO	3/9/2005	Registered	3,144,495
BBB Industries, LLC		3/9/2007	Registered	3,477,462
BBB Industries, LLC		3/9/2007	Registered	3,371,726
BBB Industries, LLC	BBB INDUSTRIES	5/30/2008	Registered	3,649,690
BBB Industries, LLC	BBB INDUSTRIES	3/12/2007	Registered	3,470,275
BBB Industries, LLC	BBB SPEED	3/7/2014	Registered	4,749,153
BBB Industries, LLC	KING KALIPERS	6/18/1979	Registered	1,150,965
BBB Industries, LLC	NUGEON	5/9/2008	Registered	3,878,351
BBB Industries, LLC		3/9/2007	Registered	3,343,252
BBB Industries, LLC		8/8/2017	Registered	5,380,727
BBB Industries, LLC		8/8/2017	Application	87/560,048
BBB Industries, LLC		8/8/2017	Application	87/560,063
BBB Industries, LLC		8/8/2017	Registered	5,461,019

BBB Industries, LLC	VISION-OE	5/25/2010	Registered	4,913,885
BBB Industries, LLC		10/14/1980	Registered	1,225,738
BBB Industries, LLC	WILSON SPEED	3/7/2014	Registered	4,749,152
BBB Industries, LLC	TURBOSUPPLY	8/27/2014	Registered	4,716,106
BBB Industries, LLC		8/28/2014	Registered	4,983,979
BBB Industries, LLC	QRC	3/23/2016	Registered	5,072,717