

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589974

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|-----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Champion Laboratories, Inc. | | 07/31/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as ABL Administrative Agent and Collateral Agent | | |
| Street Address: | 135 South LaSalle Street, 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4050420 | ACE | |
| Registration Number: | 4147269 | BUILT TO DO MORE | |
| Registration Number: | 0808484 | CHAMP | |
| Registration Number: | 0963571 | CHAMP | |
| Registration Number: | 5547178 | CHAMPXL | |
| Registration Number: | 3112400 | ECORE | |
| Registration Number: | 4818292 | EXTREME CLEAN HD | |
| Registration Number: | 2264534 | IMPERIAL | |
| Registration Number: | 0970184 | KLEENER | |
| Registration Number: | 0951645 | LUBERCOOL | |
| Registration Number: | 0897773 | LUBER-FINER | |
| Registration Number: | 1163433 | LUBER-FINER | |
| Registration Number: | 4147270 | LUBER FINER | |
| Registration Number: | 3600762 | MXM | |
| Registration Number: | 5276732 | MXM NANO TECH | |
| Registration Number: | 2257935 | PETRO CLEAR | |
| Registration Number: | 5897270 | PETROCLEAR | |
| Registration Number: | 5895172 | PETROCLEAR | |
| Registration Number: | 3226590 | ROUGHNECK | |

CH \$590.00 4050420

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3441220 | TOTALTEC |
| Registration Number: | 5928349 | VINDETECH |
| Registration Number: | 3058056 | ZGARD |
| Serial Number: | 87747308 | FINER FLOW WITH PRECISION-PLEAT TECHNOLO |

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Becky L. Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Becky L. Troutman |
| SIGNATURE: | /Becky L. Troutman/ |
| DATE SIGNED: | 08/03/2020 |

Total Attachments: 10

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 31, 2020, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of BANK OF AMERICA, N.A., as collateral agent (as successor to Goldman Sachs Bank USA) (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FIRST BRANDS GROUP INTERMEDIATE, LLC, a Delaware limited liability company (formerly known as Trico Group Holdings, LLC), FIRST BRANDS GROUP, LLC, a Delaware limited liability company (formerly known as Trico Group, LLC), TRICO LIMITED, a limited company organized under the laws of England and Wales, and TRICO BELGIUM SA, a Belgian limited liability company incorporated under the laws of Belgium, have entered into that certain ABL Credit Agreement dated as of February 2, 2018 (as amended by that certain First Amendment to ABL Credit Agreement, dated as of June 1, 2018, that certain Second Amendment to ABL Credit Agreement, dated as of January 8, 2019, that certain Third Amendment to ABL Credit Agreement, dated as of January 29, 2019, that certain Fourth Amendment to ABL Credit Agreement, dated as of April 18, 2019, that certain Fifth Amendment to ABL Credit Agreement, dated as of the date hereof and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and each other Borrower and Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated as of February 2, 2018 made by the U.S. Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

all Patents (as defined in the Security Agreement) including, without limitation, each Patent set forth in Schedule A hereto;

all Patent Licenses (as defined in the Security Agreement);

all Trademarks (as defined in the Security Agreement) including, without limitation, each Trademark set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications 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 or the marks that are the subject thereof under applicable federal law);

all Trademark Licenses (as defined in the Security Agreement);

all Copyrights (as defined in the Security Agreement), including, without limitation, the Copyrights listed in Schedule C hereto;

all Copyright Licenses (as defined in the Security Agreement); and

all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

Excluded Assets. Notwithstanding anything herein alluding to the contrary, none of the Excluded Assets shall constitute Collateral.

Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations of such Grantor under the U.S. Guarantee.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other government officer, as applicable, record this IP Security Agreement.

Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

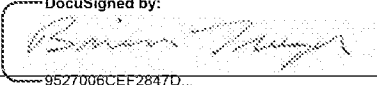
Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement in any Collateral

and the exercise of any right or remedy by the Collateral Agent, with respect to any Collateral hereunder, are subject to (i) the provisions of the ABL Intercreditor Agreement and the (ii) First Lien-Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control. In the event of any conflict between the terms of the First Lien-Second Lien Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the First Lien-Second Lien Intercreditor Agreement shall govern and control.

[signature pages follow]

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


CHAMPION LABORATORIES, INC.

DocuSigned by:

By: _____
9527006CEF2847D...
Name: Brian Troyer
Title: General Counsel, EVP & Secretary

Address for Notices:

c/o First Brands Group, LLC
127 Public Square, 5300
Cleveland, OH 44114
Attention: Patrick James

BANK OF AMERICA, N.A., as Collateral Agent

By 
Name: Charles Fairchild
Title: Senior Vice President

Address for Notices:

Bank of America
135 South LaSalle Street, 9th Floor
Chicago, Illinois 60603
Attention: Trico Portfolio Manager

Schedule A

UNITED STATES PATENTS

United States Patents

| Grantor | Name of Patent | Application Number | Registration Number |
|-----------------------------|---|---------------------------|----------------------------|
| Champion Laboratories, Inc. | FILTER INCLUDING TEMPERATURE AND PRESSURE RESPONSIVE BYPASS | 10/045573 | 6544412 |
| Champion Laboratories, Inc. | END CAP RELIEF VALVE MECHANISM FOR A FILTER | 09/820267 | 6585887 |
| Champion Laboratories, Inc. | DUAL ELEMENT WATER SENSING FUEL DISPENSER FILTER | 10/055450 | 6645373 |
| Champion Laboratories, Inc. | FUEL DISPENSER FILTER WITH REMOVABLE FILTER MEDIA | 10/428563 | 6926827 |
| Champion Laboratories, Inc. | FLUID FILTER ASSEMBLY | 10715682 | 7175761 |
| Champion Laboratories, Inc. | STEPPED FILTER HOUSING | 29/232887 | D538883 |
| Champion Laboratories, Inc. | FILTER HOUSING | 29/243666 | D541373 |
| Champion Laboratories, Inc. | ADAPTOR CLIP FOR A FILTER MECHANISM | 29/271984 | D570675 |
| Champion Laboratories, Inc. | FILTER | 29/599938 | D827118 |
| Champion Laboratories, Inc. | FILTER | 29/599947 | D829875 |
| Champion Laboratories, Inc. | FILTER | 29/599941 | D831812 |
| Champion Laboratories, Inc. | FILTER | 29/599945 | D849913 |
| Champion Laboratories, Inc. | FILTER | 29/599929 | D852345 |

United States Patent Applications

| Grantor | Name of Patent | Application Number | File Date | Publication Number | Publication Date |
|-----------------------------|--|---------------------------|------------------|---------------------------|-------------------------|
| Champion Laboratories, Inc. | FILTER ASSEMBLY | 15/847570 | 12/19/2017 | US2018195475 | 7/12/2018 |
| Champion Laboratories, Inc. | FILTER PACKS, PROCESSES FOR MAKING FILTER PACKS, AND AIR FILTERS COMPRISING FILTER PACKS | 15/875551 | 1/19/2018 | US2018207566 | 7/26/2018 |

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 LEGAL_US_E # 149812702.3

TRADEMARK
REEL: 007013 FRAME: 0753

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|-----------------------------|-----------------------------------|------------|------------|---------------|------------|
| Champion Laboratories, Inc. | FUEL FILTER WITH ROTATABLE SLEEVE | 16/594,973 | 10/07/2019 | US20200108336 | 04/09/2020 |
| Champion Laboratories, Inc. | FUEL FILTER ASSEMBLY | 16/742,605 | 01/14/2020 | US20200224618 | 07-16-2020 |

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

| Grantor | Name of Trademark | Application Number | Filing Date | Registration Number | Registration Date |
|-----------------------------|----------------------------|---------------------------|--------------------|----------------------------|--------------------------|
| Champion Laboratories, Inc. | ACE | 85/104,463 | 08/10/2010 | 4,050,420 | 11/01/2011 |
| Champion Laboratories, Inc. | BUILT TO DO MORE | 85/104,399 | 08/10/2010 | 4,147,269 | 05/22/2012 |
| Champion Laboratories, Inc. | CHAMP | 72/214,612 | 03/22/1965 | 808,484 | 05/17/1966 |
| Champion Laboratories, Inc. | CHAMP | 72/424,655 | 05/17/1972 | 963,571 | 07/10/1973 |
| Champion Laboratories, Inc. | CHAMPXL | 87/523,530 | 07/11/2017 | 5,547,178 | 08/21/2018 |
| Champion Laboratories, Inc. | ECORE & Design | 76/581,813 | 03/18/2004 | 3,112,400 | 07/04/2006 |
| Champion Laboratories, Inc. | EXTREME CLEAN HD | 85/840,345 | 02/04/2013 | 4,818,292 | 09/22/2015 |
| Champion Laboratories, Inc. | IMPERIAL | 75/450,915 | 03/16/1998 | 2,264,534 | 07/27/1999 |
| Champion Laboratories, Inc. | KLEENER | 72/424,668 | 05/17/1972 | 970,184 | 10/09/1973 |
| Champion Laboratories, Inc. | LUBERCOOL | 72/407,143 | 11/08/1971 | 951,645 | 01/30/1973 |
| Champion Laboratories, Inc. | LUBER-FINER | 72/309,469 | 10/11/1968 | 897,773 | 09/01/1970 |
| Champion Laboratories, Inc. | LUBER-FINER & Design | 73/217,804 | 05/31/1979 | 1,163,433 | 08/04/1981 |
| Champion Laboratories, Inc. | LUBER-FINER & Design (New) | 85/104,410 | 08/10/2010 | 4,147,270 | 05/22/2012 |
| Champion Laboratories, Inc. | MXM & Design | 76/691,690 | 07/30/2008 | 3,600,762 | 04/07/2009 |
| Champion Laboratories, Inc. | MXM NANO TECH | 86/440,086 | 10/30/2014 | 5,276,732 | 08/29/2017 |
| Champion Laboratories, Inc. | PETRO CLEAR & Design | 75/357,462 | 09/15/1997 | 2,257,935 | 06/29/1999 |
| Champion Laboratories, Inc. | PETROCLEAR | 88/433,874 | 05/16/2019 | 5,897,270 | 10/29/2019 |
| Champion Laboratories, Inc. | PETROCLEAR & Design (New) | 88/360,818 | 03/28/2019 | 5,895,172 | 10/29/2019 |
| Champion Laboratories, Inc. | ROUGHNECK | 76/665,190 | 08/28/2006 | 3,226,590 | 04/10/2007 |
| Champion Laboratories, Inc. | TOTALTEC | 76/661,274 | 06/08/2006 | 3,441,220 | 06/03/2008 |

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| Champion Laboratories, Inc. | VINDETECH | 88/189,825 | 11/12/2018 | 5,928,349 | 12/03/2019 |
| Champion Laboratories, Inc. | ZGARD & Design | 76/550,866 | 10/14/2003 | 3,058,056 | 02/07/2006 |

United States Trademark Applications

| Grantor | Name of Trademark | Application Number | Filing Date | Registration Number | Registration Date |
|-----------------------------|--|---------------------------|--------------------|----------------------------|--------------------------|
| Champion Laboratories, Inc. | FINER-FLOW WITH PRECISION- PLEAT TECHNOLOGY & Design | 87/747,308 | 01/08/2018 | | |

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.