

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BPI Holdings International, 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: 31			
Property Type	Number	Word Mark	
Registration Number:	3270579	ADVANCED TECHNOLOGY	
Registration Number:	1670175	AIMCO	
Registration Number:	5705334	BRAKEPRO	
Registration Number:	3956166	CERAMIC MAXIMUM STOPPING POWER AND SAFET	
Registration Number:	4539285	EHT	
Registration Number:	5013270	ELEMENT3	
Registration Number:	4676746	ELEMENT3	
Registration Number:	5466443	R	
Registration Number:	5735419	R	
Registration Number:	3017490	FRICTION READY	
Registration Number:	5091476	GREY FUSION 4.0	
Registration Number:	3952852	OE-MATCHED ENGINEERED TO RESTORE FACTORY	
Registration Number:	5466423	OPTI-CAL	
Registration Number:	3289238	PROFESSIONAL GRADE	
Registration Number:	2401955	QS	
Registration Number:	4017135	R-300	
Registration Number:	4019799	RAYBESTOS	
Registration Number:	4013577	RAYBESTOS SAFETY FIRST ENGINEERING RESEA	
Registration Number:	5981654	RAYBESTOS	

CH \$790.00 3270579

Property Type	Number	Word Mark
Registration Number:	5994777	RAYBESTOS THE BEST IN BRAKES
Registration Number:	4755891	RELIANT
Registration Number:	4835000	RELIANT RELIABLE STOPPING POWER
Registration Number:	5210701	RPT RUST PREVENTION TECHNOLOGY
Registration Number:	5247366	RPT RUST PREVENTION TECHNOLOGY
Registration Number:	3299936	SERVICE GRADE
Registration Number:	2562738	THE BEST IN BRAKES
Registration Number:	3956011	THE TECHNICIAN'S CHOICE SINCE 1902
Serial Number:	88151048	
Serial Number:	87423179	BRAKEPRO
Serial Number:	87765390	BRAKEPRO
Serial Number:	87325987	R

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: 12

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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:

Section 1.01. 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”):

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

(c) 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);

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

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

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

(g) 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.

Section 1.02. Excluded Assets. Notwithstanding anything herein alluding to the contrary, none of the Excluded Assets shall constitute Collateral.

Section 1.03. 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.

Section 1.04. 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.

Section 1.05. 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.

Section 1.06. 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.


Section 1.07. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 1.08. 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.


**BPI HOLDINGS INTERNATIONAL, INC.
BRAKE PARTS INC LLC**

DocuSigned by:

By: _____
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	File Date	Registration Number	Registration Date
Brake Parts Inc LLC	BRAKE ROTOR	12/959,740	12/3/2010	8,851,245	10/7/2014
Brake Parts Inc LLC	BRAKE ROTOR	14/469,073	8/26/2014	9,163,683	10/20/2015
Brake Parts Inc LLC	BRAKE ROTOR HAVING VISUAL WEAR CONTROL INDICATORS	15/605,835	5/25/2017	10,047,814	8/14/2018
Brake Parts Inc LLC	DISK BRAKE ROTOR	29/360,459	4/26/2010	D640,620	6/28/2011
Brake Parts Inc LLC	VEHICLE BRAKE ROTOR	29/567,670	6/10/2016	D823,200	7/17/2018



United States Patent Applications



None.

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

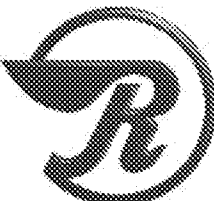
Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
BPI Holdings International Inc.	ADVANCED TECHNOLOGY	78867831	4/24/2006	3270579	7/24/2007
BPI Holdings International Inc.	AIMCO	74144244	3/4/1991	1670175	12/31/1991
BPI Holdings International Inc.	BRAKEPRO	87979646	4/24/2017	5705334	3/19/2019
BPI Holdings International Inc.	CERAMIC MAXIMUM STOPPING POWER AND SAFETY	85056484	6/7/2010	3956166	5/3/2011
BPI Holdings International Inc.	EHT	85851412	2/15/2013	4539285	5/27/2014
BPI Holdings International Inc.	ELEMENT3	86073244	9/24/2013	5013270	8/2/2016
BPI Holdings International Inc.	ELEMENT3	86975860	9/24/2013	4676746	1/20/2015
BPI Holdings International Inc.	FLYING R Design 	87977236	2/6/2017	5466443	5/8/2018
BPI Holdings International Inc.	FLYING R Design 	87980300	2/6/2017	5735419	4/23/2019
BPI Holdings International Inc.	FRICTION READY	78398430	4/8/2004	3017490	11/22/2005
BPI Holdings International Inc.	GREY FUSION 4.0	86073219	9/24/2013	5091476	11/29/2016

BPI Holdings International Inc.	OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE	85056489	6/7/2010	3952852	4/26/2011
BPI Holdings International Inc.	OPTI-CAL	87976997	7/5/2016	5466423	5/8/2018
BPI Holdings International Inc.	PROFESSIONAL GRADE	78867879	4/24/2006	3289238	9/4/2007
BPI Holdings International Inc.	QS	75836481	11/1/1999	2401955	11/7/2000
BPI Holdings International Inc.	R-300	85136753	9/23/2010	4017135	8/23/2011
BPI Holdings International Inc.	RAYBESTOS	77532696	7/28/2008	4019799	8/30/2011
BPI Holdings International Inc.	RAYBESTOS SAFETY FIRST ENGINEERING RESEARCHED TESTED PROVEN & Design 	85058522	6/9/2010	4013577	8/16/2011
BPI Holdings International Inc.	RAYBESTOS Stylized 	88493729	6/28/2019	5981654	2/11/2020
BPI Holdings International Inc.	RAYBESTOS THE BEST IN BRAKES Stylized 	88493736	6/28/2019	5994777	2/25/2020
BPI Holdings International Inc.	RELIANT	86438050	10/29/2014	4755891	6/16/2015

BPI Holdings International Inc.	RELIANT RELIABLE STOPPING POWER	86438058	10/29/2014	4835000	10/20/2015
BPI Holdings International Inc.	RPT RUST PREVENTION TECHNOLOGY	86982184	12/3/2013	5210701	5/23/2017
BPI Holdings International Inc.	RPT RUST PREVENTION TECHNOLOGY	86982418	2/11/2016	5247366	7/18/2017
BPI Holdings International Inc.	SERVICE GRADE	78867828	4/24/2006	3299936	9/25/2007
BPI Holdings International Inc.	THE BEST IN BRAKES	75546682	9/2/1998	2562738	4/23/2002
BPI Holdings International Inc.	THE TECHNICIAN'S CHOICE SINCE 1902	85056478	6/7/2010	3956011	5/3/2011

United States Trademark Applications

Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
BPI Holdings International Inc.	BRAKE AND WHEEL Design 	88151048	10/11/2018		
BPI Holdings International Inc.	BRAKEPRO	87423179	4/24/2017		
BPI Holdings International Inc.	BRAKEPRO & Design (B&W) 	87765390	1/22/2018		

BPI Holdings International Inc.	FLYING R Design 	87325987	2/6/2017		
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Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

Obligor	Name of Copyright	Registration Number	Registration Date
BPI Holdings International, Inc.	BPI Horizontal Black & White Design	VAu001125923	10/24/2012
BPI Holdings International, Inc.	AIMCO-Application Guide, Buyer's Guide, Interchanges (Catalog 1998-99)	TXu877559	10/05/1998
BPI Holdings International, Inc.	AIMCO-Application Guide, Buyer's Guide, Interchanges	TXu880894	10/9/1998
BPI Holdings International, Inc.	Raybestos The Best in Brakes	TX6403173	6/2/2006
BPI Holdings International, Inc.	AMICO Brake Parts Catalog AM07	TX6421103	8/26/2009
BPI Holdings International, Inc.	Raybestos The Best in Brakes Medium Duty Truck BPC-MD1	TX6421102	8/26/2009
BPI Holdings International, Inc.	Raybestos The Best in Brakes Interchange Listing RIG06	TX6432993	8/21/2006
BPI Holdings International, Inc.	AIMCO Interchange Listing Passenger Cars/Light Trucks/SUV's AIG06	TX6436357	9/5/2006
BPI Holdings International, Inc.	Raybestos The Best in Brakes Buyer's Guide/Numerical Listing RBG06	TX6447796	10/6/2006
BPI Holdings International, Inc.	Raybestos The Best in Brakes Medium Duty Truck Domestic & Import Hydraulic Brake Parts Model Years 1980-2006	TX6439789	9/29/2006
BPI Holdings International, Inc.	Raybestos, The Best in Brakes 1987-2007 Quick Reference Guide RQR06	TX6439387	9/8/2006
BPI Holdings International, Inc.	AIMCO Buyer's Guide/Numerical Listing: ABG06.	TX6449406	10/27/2006
BPI Holdings International, Inc.	Raybestos The Best in Brakes Master Reference Guide MRG-7	TX6449337	10/27/2006
BPI Holdings International, Inc.	Raybestos Special Friction Catalog APS07	TX0006567932	4/30/2007
BPI Holdings International, Inc.	Raybestos the Best in Brakes BPC16A	TX6624943	8/16/2006
BPI Holdings International, Inc.	Raybestos Medium Duty Truck BPC-MD2	TX6960042	1/16/2008
BPI Holdings International, Inc.	2008 Raybestos Domestic and Import Brake Parts BPC-LM-08	TX6879815	8/13/2008
BPI Holdings International, Inc.	Raybestos Model Years 1975-1990 BPC-EM-09	TX6958989	1/30/2009
BPI Holdings International, Inc.	Raybestos Model Years 1932-1974 BPC-VIN-09	TX6981644	3/2/2009
BPI Holdings International, Inc.	2010 Raybestos Medium Duty & Fleet Brake Catalog BPC-MD10	TX7063713	11/9/2009
BPI Holdings International, Inc.	1991-2010 Brake Parts Catalog BPC-LM-10	TX7219342	7/12/2010
BPI Holdings International, Inc.	Raybestos 2000-2011 Quick Reference Guide RQR-11	TX7328002	1/31/2011

BPI Holdings International, Inc.	Raybestos 1991-1999 Brake Parts Catalog BPC-IM-11	TX7355294	4/5/2011
BPI Holdings International, Inc.	Raybestos 2000-2012 Brake Parts Catalog BPC-LM-11	TX7362391	4/5/2011
BPI Holdings International, Inc.	Raybestos 2012 Medium Duty & Fleet Brake Catalog BPC-MD12	TX7450598	11/4/2011
BPI Holdings International, Inc.	2000-2012 Quick Reference Guide RQR-12	TX7502861	3/13/2012
BPI Holdings International, Inc.	2013 Heavy Duty Chassis Parts Catalog (RCHD-14)	TX7823881	12/26/2013

United States Copyright Applications

None.