

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM596428

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900566064

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BPI HOLDINGS INTERNATIONAL, INC.		07/31/2020	Corporation: DELAWARE
BRAKE PARTS INC LLC		07/31/2020	Limited Liability Company: DELAWARE
CHAMPION LABORATORIES, INC.		07/31/2020	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JEFFERIES FINANCE LLC
<b>Street Address:</b>	520 MADISON AVENUE
<b>Internal Address:</b>	16TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4050420	ACE
<b>Registration Number:</b>	4147269	BUILT TO DO MORE
<b>Registration Number:</b>	0808484	CHAMP
<b>Registration Number:</b>	0963571	CHAMP
<b>Registration Number:</b>	5547178	CHAMPXL
<b>Registration Number:</b>	3112400	ECORE
<b>Registration Number:</b>	4818292	EXTREME CLEAN HD
<b>Registration Number:</b>	2264534	IMPERIAL
<b>Registration Number:</b>	0970184	KLEENER
<b>Registration Number:</b>	0951645	LUBERCOOL
<b>Registration Number:</b>	0897773	LUBER-FINER
<b>Registration Number:</b>	1163433	LUBER-FINER
<b>Registration Number:</b>	4147270	LUBER FINER

Property Type	Number	Word Mark
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
Registration Number:	3441220	TOTALTEC
Registration Number:	5928349	VINDETECH
Registration Number:	3058056	ZGARD
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
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:	87747308	FINER FLOW WITH PRECISION-PLEAT TECHNOLO
Serial Number:	88151048	

Property Type	Number	Word Mark
Serial Number:	87423179	BRAKEPRO
Serial Number:	87765390	BRAKEPRO
Serial Number:	87325987	R

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000  
*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:** 212-735-2811  
**Email:** mribando@skadden.com  
**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP  
**Address Line 1:** One Manhattan West  
**Address Line 2:** Monique L. Ribando  
**Address Line 4:** NEW YORK, NEW YORK 10001-8602

<b>ATTORNEY DOCKET NUMBER:</b>	300230/214
<b>NAME OF SUBMITTER:</b>	Oren Epstein
<b>SIGNATURE:</b>	/OE/
<b>DATE SIGNED:</b>	09/08/2020

**Total Attachments: 16**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”) dated July 31, 2020, is made by the Persons listed on the signature page hereof (each, a “Grantor” and, together, the “Grantors”) in favor of JEFFERIES FINANCE LLC (“Jefferies”), as collateral agent (as successor to Credit Suisse AG, Cayman Islands Branch) (in such capacity, and together with any successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FIRST BRANDS GROUP, LLC (formerly known as Trico Group, LLC), a Delaware limited liability company, and FIRST BRANDS GROUP INTERMEDIATE, LLC (formerly known as Trico Group Holdings, LLC), a Delaware limited liability company (“Holdings”), have entered into that certain Second Lien Term Loan Agreement, dated as of February 26, 2019 (as amended by that certain Amendment No. 1 to Second Lien Term Loan 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 Jefferies, as Administrative Agent and Collateral Agent, and each other 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, pursuant to the Credit Agreement, Holdings and certain other Persons have executed and delivered that certain Second Lien Security Agreement dated as of February 26, 2019 made by such grantors in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and ASC Industries, Inc., Fram Group IP LLC, Heatherton Holdings, LLC, Strongarm, LLC and Trico Products Corporation executed and delivered that certain Second Lien Intellectual Property Security Agreement dated as of February 26, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2019 IP Security Agreement Supplement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have become parties to the Security Agreement and have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors and have agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and/or other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree 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 each such Grantor’s right, title and interest in, to and under the following, whether now existing or owned or hereafter arising or acquired (the “Additional 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 any intent to use Trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d) or “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent to use Trademark application under applicable 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 each 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 Additional Collateral.

Section 1.03. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantors 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 the Grantors under the Guaranty.

Section 1.04. Recordation. The Grantors authorize the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, to record this IP Security Agreement Supplement.

Section 1.05. Execution in Counterparts. This IP Security Agreement Supplement 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 Supplement 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 Supplement.

Section 1.06. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do 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 Additional 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 Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

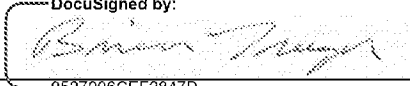
Section 1.07. Governing Law. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 1.08. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement Supplement in any Additional Collateral and the exercise of any right or remedy by the Collateral Agent, with respect to any Additional Collateral hereunder, are subject to (i) the provisions of the ABL Intercreditor Agreement and (ii) the provisions of the First Lien-Second Lien Intercreditor Agreement. In the event of any conflict (i) between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement Supplement, the terms of the ABL Intercreditor Agreement shall govern and control and (ii) 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 page follows]

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement Supplement 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**

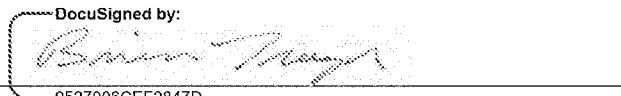
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Brian Troyer  
Title: General Counsel, EVP & Secretary

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement Supplement 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:



0527008CE52847D

Name: Brian Troyer

Title: General Counsel, EVP & Secretary



JEFFERIES FINANCE LLC,  
as the Successor Agent

By: Paul Chisholm  
Name: Paul Chisholm  
Title: Managing Director

**Schedule A**

**UNITED STATES PATENTS**

**United States Patents**

<b>Grantor</b>	<b>Name of Patent</b>	<b>Application Number</b>	<b>Registration Number</b>
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

<b>Grantor</b>	<b>Name of Patent</b>	<b>Application Number</b>	<b>File Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**

<b>Grantor</b>	<b>Name of Patent</b>	<b>Application Number</b>	<b>File Date</b>	<b>Publication Number</b>	<b>Publication Date</b>
Champion Laboratories, Inc.	FILTER ASSEMBLY	15/847570	12/19/2017	US2018195475	7/12/2018

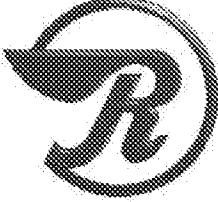



Grantor	Name of Patent	Application Number	File Date	Publication Number	Publication Date
Champion Laboratories, Inc.	FILTER PACKS, PROCESSES FOR MAKING FILTER PACKS, AND AIR FILTERS COMPRISING FILTER PACKS	15/875551	1/19/2018	US2018207566	7/26/2018
Champion Laboratories, Inc.	FUEL FILTER WITH ROTATABLE 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**

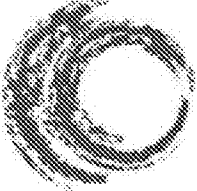

**United States Trademarks**

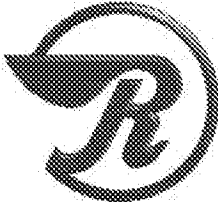
<b>Grantor</b>	<b>Name of Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Champion Laboratories, Inc.	ACE	85/104,463	08/10/2010	4,050,420	11/01/2011
Champion Laboratories, Inc.	BUILT TO DO MORE	85/104,399	08/10/2010	4,147,269	05/22/2012
Champion 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
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
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

Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
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.	FRICITION 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

Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
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
Champion Laboratories, Inc.	FINER-FLOW WITH PRECISION- PLEAT TECHNOLOGY & Design	87/747,308	01/08/2018
	BRAKE AND WHEEL Design 		
BPI Holdings International Inc.		88151048	10/11/2018
BPI Holdings International Inc.	BRAKEPRO	87423179	4/24/2017
	BRAKEPRO & Design (B&W) 		
BPI Holdings International Inc.		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**

<b>Obligor</b>	<b>Name of Copyright</b>	<b>Registration Number</b>	<b>Registration Date</b>
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
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None.