

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Interest - Amendment No. 1 to Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nivel Parts & Manufacturing Co., LLC		04/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2788259	FORE- PAR	
Serial Number:	77389879	ACCESSORIZE BEYOND THE BOX	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda R. Kastner		
Signature:	/lk/		
Date:	08/11/2011		

OP \$65.00 2788259

Total Attachments: 5

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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of April 8, 2011 is made by the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of February 8, 2011 (as amended, modified or supplemented from time to time, the "Existing Trademark Agreement") which was filed with the United States Patent and Trademark Office on February 8, 2011, at Reel 004470, Frame 0852. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Agreement.

WHEREAS, Grantors desire to amend the Existing Trademark Agreement to reflect the addition of the Trademarks listed on the attached Exhibit A.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Agreement. "Schedule I to Trademark Security Agreement" appended to the Existing Trademark Agreement is hereby amended by adding the Trademarks listed on the attached Exhibit A.
2. No Waiver. Agent and Grantors agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Agreement or any other Loan Document.
3. Representations. Grantors hereby represent and warrant to Agent that this Amendment is a legal, valid, and binding obligation of Grantors, enforceable against Grantors in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or, if approved by Agent, other electronic means, all of which shall be equally valid.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantors and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantors and Agent and their respective successors and assigns, and shall inure to the benefit of Grantors and Agent and the successors and assigns of Agent.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers, persons duly authorized, as of the date first above written.

NIVEL PARTS & MANUFACTURING CO., LLC,
as Grantor

By: [Signature]
Name: W. G. Hughes
Title: CEO/PS

NIVEL PARTS, LLC, as Grantor

By: [Signature]
Name: W. G. Hughes
Title: CEO/PS

HT ELECTRIC ACQUISITION, LLC, as Grantor

By: [Signature]
Name: W. G. Hughes
Title: CEO/PS

IDAC ACQUISITION, LLC, as Grantor

By: [Signature]
Name: W. G. Hughes
Title: CEO/PS

CART PARTS, LLC, as Grantor

By: [Signature]
Name: W. G. Hughes
Title: CEO/PS


HUGHES UNLIMITED, LLC, as Grantor

By: [Signature]
Name: W. G. Hughes
Title: CEO/PS

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Joseph Amey
Title: Duly Authorized Signatory

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

EXHIBIT A
to
Amendment to Trademark Security Agreement

CREDIT PARTY	SERIAL. NO.	REG. NO.	MARK	COUNTRY
Nivel Parts & Manufacturing Co., LLC	76/427,143	2,788,259	FOR-PAR & DESIGN	United States
Nivel Parts & Manufacturing Co., LLC	77/389,879		ACCESSORIZE BEYOND THE BOX	United States