

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Notice of Grant of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Parts Distributors, LLC		01/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	4720 Piedmont Row Drive, Suite 300		
Internal Address:	One Piedmont Tower Center		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3816396		
Registration Number:	3830199	GPD	
Registration Number:	3895935	GLOBAL PARTS DISTRIBUTORS, LLC	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9192868049		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031558.205		

OP \$90.00 3816396

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TRADEMARK
REEL: 004914 FRAME: 0662

NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	12/06/2012
Total Attachments: 4 source=NGSI - Trademarks (GPD)#page1.tif source=NGSI - Trademarks (GPD)#page2.tif source=NGSI - Trademarks (GPD)#page3.tif source=NGSI - Trademarks (GPD)#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of January 9, 2012 among the undersigned (the "Grantor"), the other Borrowers, the Lenders (All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Credit Agreement, as defined herein.), UPS Capital Corporation as a Lender and Imported Inventory Manager, and the Administrative Agent (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Domestic Credit Agreement**") and (ii) that certain Export-Import Loan and Security Agreement dated as of January 9, 2012 among the Grantor, the other Borrowers, the Lenders and the Administrative Agent (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Export-Import Loan Agreement**" – hereinafter the Credit Agreement and the Export-Import Loan Agreement may be referred to collectively as the "**Credit Agreement**") the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
	See <u>Schedule 1</u> attached hereto	

The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

GLOBAL PARTS DISTRIBUTORS, LLC,
as Grantor

By: 

Name: Guntur Wilyono

Title: Chief Financial Officer

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____

Name: Bryan Shia

Title: Vice President

Notice of Grant of Security Interest in Trademarks
Auto Air Export, Inc.

TRADEMARK
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The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

GLOBAL PARTS DISTRIBUTORS, LLC,
as Grantor

By: _____
Name: Guntur Wilyono
Title: Chief Financial Officer

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: Bryan Shia
Name: Bryan Shia
Title: Vice President

Notice of Grant of Security Interest in Trademarks
Auto Air Export, Inc.

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Schedule 1

**Global Parts Distributors, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
Design only	3816396	07/13/10
GPD	3830199	08/10/10
GLOBAL PARTS DISTRIBUTORS, LLC	3895935	12/28/10

Notice of Grant of Security Interest in Trademarks
Auto Air Export, Inc.

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RECORDED: 12/06/2012

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