

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Magparts		12/28/2012	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	UBS AG		
Street Address:	677 Washington Blvd		
Internal Address:	UBS AG, Stamford Branch		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	0756686		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2122253999		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2122252192		
Email:	acarew-watts@cgsh.com		
Correspondent Name:	Antonia Carew-Watts		
Address Line 1:	One Liberty Plaza		
Address Line 2:	Cleary Gottlieb Steen & Hamilton		
Address Line 4:	New York, NEW YORK 10006		
ATTORNEY DOCKET NUMBER:	CRYSTAL - TM SECOND LIEN		
NAME OF SUBMITTER:	Antonia Carew-Watts		
Signature:	/acarewwatts/		

OP \$40.00 0756686

Date:

12/29/2012

**Total Attachments: 5**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2012 (this "Agreement"), among MAGPARTS (the "Grantor") and UBS AG, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of December 28, 2012 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among WP CPP Holdings II Inc., a Delaware corporation ("Holdings"), WP CPP Holdings, LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, (b) the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent, and (c) the Intercreditor Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among UBS AG, Stamford Branch as the initial senior priority representative, Holdings, the Borrower and its respective subsidiaries and affiliated entities party thereto and UBS AG, Stamford Branch as the initial second priority representative. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to UBS

AG, Stamford Branch, as First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**MAGPARTS**, as Grantor

By:   
Name: Ron Hamilton  
Title: Chief Financial Officer and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004931 FRAME: 0675**

**UBS AG, STAMFORD BRANCH, as**  
Administrative Agent

By: Lana Gifas  
Name: Lana Gifas  
Title: Director

By: Kenneth Chin  
Name: Kenneth Chin  
Title: Director

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004931 FRAME: 0676**

Schedule I

Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Status
US	Design Only	72150083	7/30/1962	0756686	9/17/1963	Registered

[Schedule to Second Lien Trademark Security Agreement]