

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 8/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Parts Authority, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Execution Date(s) July 29, 2013

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal Address: _____

Street Address: One Bryant Park

City: New York

State: New York

Country: USA

Zip: 10036

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) 2290325

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

Parts Authority (Serial No. 74461113)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 1868

Expiration Date 06/15

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

[Signature]

Signature

8/8/2013

Date

Michael G. Regina
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

OP \$40.00 229032

ADDITIONAL NAMES OF CONVEYING PARTIES

PA Austin LLC	New York limited liability company
Parts Authority Southern LLC	New York limited liability company
Parts Authority Arizona LLC	Arizona limited liability company
Parts Authority-WAW LLC	New York limited liability company

3129695.1

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 29, 2013 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement") among **PARTS AUTHORITY, INC.**, a New York corporation, **PA AUSTIN LLC**, a New York limited liability company, **PARTS AUTHORITY SOUTHERN LLC**, a New York limited liability company, **PARTS AUTHORITY ARIZONA LLC**, an Arizona limited liability company and **PARTS AUTHORITY-WAW LLC**, a New York limited liability company (the foregoing, individually and collectively, "Grantor"), and **BANK OF AMERICA, N.A.**, as lender ("Lender").

WHEREAS, one or more Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof, and

WHEREAS, Grantor, Lender and certain affiliates of Grantor are parties to that certain Loan and Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), and various documents, instruments, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "Loan Documents"), pursuant to which, among other things, Lender may make loans and certain other financial accommodations to or for the benefit of Grantor; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the other Loan Documents that, among other things, each Grantor enter into this Trademark Security Agreement in order to grant a security interest in the Trademarks, as hereinafter defined, in favor of Lender, to secure the Obligations as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

A. DEFINITIONS.

Except as specifically defined in this Trademark Security Agreement, capitalized terms used herein shall have the respective meanings given thereto in the Loan Agreement.

B. SECURITY INTEREST.

To secure the prompt payment and performance of all Obligations (as hereinafter defined), each Grantor hereby grants to Lender a continuing security interest in: (i) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications, including, without limitation, those listed on Schedule A hereof as owned by Grantor (collectively, the "Trademarks"); (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof; (d) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, including, without limitation, all customer lists and other records relating to the

distribution of products or services bearing the Trademarks; and (e) all of Grantor's rights corresponding thereto throughout the world; (ii) all renewals of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license with respect thereto, including right to receive any damages, (b) injury to the goodwill associated with any Trademark, or (c) right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

C. OBLIGATIONS SECURED.

The security interests granted to Lender by each Grantor in this Trademark Security Agreement shall secure the prompt and indefeasible payment and performance of each Grantor's Obligations under the Loan Agreement and each of the other Loan Documents.

D. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor, as applicable, hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Grantor will pay and perform all of its respective Obligations according to their terms.
2. All of the existing Trademarks are valid and subsisting in full force and effect to Grantor's knowledge and Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Grantor will, at Grantor's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademarks material to the conduct of the business of Grantor as then currently operated as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.
3. Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or grant an exclusive license relating thereto, except to Lender, or, except in the ordinary course of business, otherwise dispose of any of the Collateral without the prior written consent of Lender.
4. Grantor will, at Grantor's expense, perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Trademark Security Agreement. Grantor hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Lender. Grantor further authorizes Lender to have this and any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office.
5. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender under the Loan Documents.

6. Lender may, in its discretion, pay any amount or do any act which Grantor fails to pay or do as required under the Loan Documents or as requested by Lender to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Grantor will be liable to Lender for any such payment, which payment shall be deemed a Revolving Loan under the Loan Agreement, and shall be payable on demand together with interest at the rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

7. As of the date hereof, Grantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

8. Grantor shall notify Lender in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within a reasonable time of such filing. Upon request of Lender, Grantor shall execute and deliver to Lender any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Lender to evidence the security interest of Lender in such Trademark.

9. Grantor has not abandoned any of the Trademarks material to the conduct of the business of Grantor and, outside of the Ordinary Course of Business, Grantor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Grantor shall notify Lender immediately if it knows or has reason to know of any reason why any application or registration relating to any of the Trademarks material to the conduct of the business of Grantor may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

10. Grantor will render any assistance, as Lender may determine in its discretion is necessary, to Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Grantor will notify Lender within a reasonable time of Grantor's filing a Trademark infringement suit based upon any Trademark material to the conduct of the business of Grantor. Grantor, at its expense, shall take such actions as reasonably requested by Lender to protect Lender's security interest in and to the Trademarks.

12. Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Lender and its Affiliates harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Grantor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Lender in connection with any matters arising at any time out of or with respect to this Trademark Security Agreement, Grantor will not interpose any counterclaim of any nature, other than compulsory counterclaims.

14. Grantor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Trademark Security Agreement and, other than in

the Ordinary Course of Business, will not change the quality of the products associated with the Trademarks without the Lender's prior written consent. Grantor hereby grants to Lender the right to visit its plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Lender may reasonably request.

E. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default, as such term is defined in the Loan Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

F. RIGHTS AND REMEDIES.

Upon the occurrence of any Event of Default and at any time thereafter, in addition to all other rights and remedies of Lender, whether provided under law, the Loan Documents or otherwise, and after expiration of any grace period, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder.

1. Lender may require that neither Grantor nor any affiliate or subsidiary of Grantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Lender by Grantor or any Subsidiary or Affiliate of Grantor.

2. Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and Canada.

3. Lender may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in Lender's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantor shall be liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph F.3 hereof, Lender may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph D.5 hereof, one or more instruments of assignment of the Trademarks (or any application or registration relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

5. Lender may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel, and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to the Obligations in such order and manner as Lender determines in its sole discretion. Grantor shall remain liable to Lender for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantor will

pay Lender on demand any such unpaid amount, together with interest at the rate set forth in the Loan Agreement.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Grantor shall supply to Lender or Lender's designee Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under law, the Loan Documents, this Trademark Security Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

G. MISCELLANEOUS.

1. Any failure or delay by Lender to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Lender's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Lender, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Lender and directed to Grantor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the U.S. mail, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Any written notice or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Grantor: c/o Parts Authority, Inc.
211-10 Hillside Avenue
Queens Village, NY 11427
Attention: _____
Telecopy No.: _____

If to Lender: Bank of America, N.A.
One Bryant Park
New York, NY 10036
Attention: Adam Seiden
Telecopy No.: _____

3. In the event any term or provision of this Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Trademark Security Agreement.

5. This Trademark Security Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Trademark Security Agreement signed by the party to be charged thereby.

6. The security interest granted to Lender pursuant to this Trademark Security Agreement shall terminate and, at Grantor's sole expense, be released or assigned, as necessary or proper to re-vest in Grantor the full title to the Collateral, upon termination of the Loan Agreement and indefeasible payment in full to Lender and the other Secured Parties of all Obligations thereunder.

7. **THIS TRADEMARK SECURITY AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES; PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.**

8. **GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE STATE OF NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE LOAN AGREEMENT.** Nothing herein shall limit the right of Lender to bring proceedings against Grantor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Trademark Security Agreement shall be deemed to preclude enforcement by Lender of any judgment or order obtained in any forum or jurisdiction.

9. To the fullest extent permitted by Applicable Law, Grantor waives (a) the right to trial by jury (which Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to this Trademark Security Agreement or any documents or agreements at any time made in connection therewith or transactions relating thereto; (b) notice prior to taking possession or control of any Collateral; (c) any bond or security that might be required by a court prior to allowing Lender to exercise any rights or remedies; (d) the benefit of all valuation, appraisal and exemption laws; (e) any claim against Lender on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents (including this Trademark Security Agreement) or transactions relating thereto; and (g) notice of acceptance hereof. Grantor acknowledges that the foregoing waivers are a material inducement to Lender entering into this Trademark Security Agreement and that Lender is relying upon the foregoing in their dealings with Grantor. Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Trademark Security Agreement may be filed as a written consent to a trial by the court.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Lender have executed this Trademark Security Agreement as of the day and year first above written.

PARTS AUTHORITY, INC.

By: [Signature]
Name: PAAS
Title: _____

PA AUSTIN LLC

By: [Signature]
Name: Managing member
Title: _____

PARTS AUTHORITY SOUTHERN LLC

By: [Signature]
Name: MAN MAN
Title: _____

PARTS AUTHORITY ARIZONA LLC

By: [Signature]
Name: MAN MAN
Title: _____

PARTS AUTHORITY-WAW LLC

By: [Signature]
Name: MAN MAN
Title: _____

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Lender have executed this Trademark Security Agreement as of the day and year first above written.

PARTS AUTHORITY, INC.

By: _____
Name: _____
Title: _____

PA AUSTIN LLC

By: _____
Name: _____
Title: _____

PARTS AUTHORITY SOUTHERN LLC

By: _____
Name: _____
Title: _____

PARTS AUTHORITY ARIZONA LLC

By: _____
Name: _____
Title: _____

PARTS AUTHORITY-WAW LLC

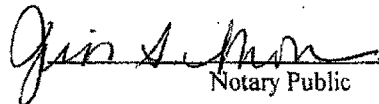
By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.

By: Steve Blumberg
Name: Steve Blumberg
Title: SVP

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

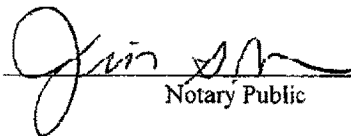
On this 25th day of July, 2013, before me personally came Randy Buller, to me known, who being duly sworn, did depose and say, that he is the President of PARTS AUTHORITY, INC., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.


Notary Public

JILL S. MONOSON
Notary Public, State of New York
No. 02MO505040765
Qualified in Nassau County
Commission Expires March 20 2015

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

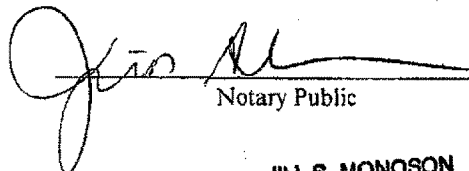
On this 25th day of July, 2013, before me personally came Yaron Rosenthal, to me known, who being duly sworn, did depose and say, that he is the Managing member of PA AUSTIN LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.


Notary Public

JILL S. MONOSON
Notary Public, State of New York
No. 02MO505040765
Qualified in Nassau County
Commission Expires March 20 2015

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On this 25th day of July, 2013, before me personally came Randy Buller, to me known, who being duly sworn, did depose and say, that he is the Managing member of PARTS AUTHORITY SOUTHERN LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.


Notary Public

JILL S. MONOSON
Notary Public, State of New York
No. 02MO505040765
Qualified in Nassau County
Commission Expires March 20 2015

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 25th day of July, 2013, before me personally came Randy Butler, to me known, who being duly sworn, did depose and say, that he is the Managing member of PARTS AUTHORITY ARIZONA LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Jill S. Monoson
Notary Public

JILL S. MONOSON
Notary Public, State of New York
No. 02MO505040765
Qualified in Nassau County
Commission Expires March 20 2015

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 25 day of July, 2013, before me personally came Randy Butler, to me known, who being duly sworn, did depose and say, that he is the Managing member of PARTS AUTHORITY-WAW LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Jill S. Monoson
Notary Public

JILL S. MONOSON
Notary Public, State of New York
No. 02MO505040765
Qualified in Nassau County
Commission Expires March 20 2015

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of July, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of BANK OF AMERICA, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of July, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of PARTS AUTHORITY ARIZONA LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

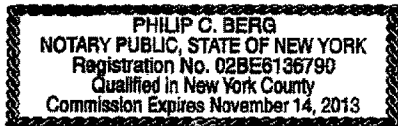
STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of July, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of PARTS AUTHORITY-WAW LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of July, 2013, before me personally came Steven Blumberg, to me known, who being duly sworn, did depose and say, that he is the SVP of BANK OF AMERICA, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.



Notary Public

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that each of **PARTS AUTHORITY, INC.**, a New York corporation, **PA AUSTIN LLC**, a New York limited liability company, **PARTS AUTHORITY SOUTHERN LLC**, a New York limited liability company, **PARTS AUTHORITY ARIZONA LLC**, an Arizona limited liability company and **PARTS AUTHORITY-WAW LLC**, a New York limited liability company (the foregoing, individually and collectively, "Grantor") hereby appoints and constitutes **BANK OF AMERICA, N.A.** ("Lender"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of such undersigned party in and to any trademarks, trade names, registered trademark, trademark applications, service marks, registered service marks and service mark applications and all registrations and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between the undersigned Grantor and Lender, dated of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all "Obligations", as such term is defined in the Security Agreement.

Dated as of July ____, 2013

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed this Special Power of Attorney.

PARTS AUTHORITY, INC.

By: _____
Name: _____
Title: _____

PA AUSTIN LLC

By: _____
Name: _____
Title: _____

PARTS AUTHORITY SOUTHERN LLC

By: _____
Name: _____
Title: _____

PARTS AUTHORITY ARIZONA LLC

By: _____
Name: _____
Title: _____

PARTS AUTHORITY-WAW LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of July, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of PARTS AUTHORITY, INC., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of July, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of PA AUSTIN LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of July, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of PARTS AUTHORITY SOUTHERN LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of July, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of PARTS AUTHORITY ARIZONA LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of July, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of PARTS AUTHORITY-WAW LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

<u>Trademark</u>	<u>Registration Status/Class</u>	<u>Serial Number</u>	<u>Registration Number</u>
Parts Authority	Word Mark	74461113	2290325

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

NONE

3093931.2

[Trademark Agreement]