

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TruckPro, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, in its capacity as an administrative agent acting for the benefit of JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3589823	AMERICA'S TRUCK PARTS PROFESSIONALS	
Registration Number:	3497694	AMERICA'S TRUCK PARTS PROFESSIONALS	
Registration Number:	2473093	WE ARE HEAVY DUTY	
Registration Number:	2371324	TRUCKPRO	
Registration Number:	2423086	ARMADA	
Registration Number:	2428210	ARMADA	
Registration Number:	2375419	T TRUCK PRO	
Registration Number:	2222113	TRUCKPRO	
Registration Number:	2059105	ARMADA	
Registration Number:	1071956	TRUCKPRO HEAVY DUTY PROFESSIONALS	
CORRESPONDENCE DATA			
Fax Number:	3125774688		

CH \$265.00 3589823

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (312)577-8416  
Email: carole.dobbins@kattenlaw.com  
Correspondent Name: Carole Dobbins c/o Katten Muchin  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	08/12/2013

**Total Attachments: 4**

source=Trademark Security Agreement - US Borrower (Canadian Admin Agent)#page1.tif  
source=Trademark Security Agreement - US Borrower (Canadian Admin Agent)#page2.tif  
source=Trademark Security Agreement - US Borrower (Canadian Admin Agent)#page3.tif  
source=Trademark Security Agreement - US Borrower (Canadian Admin Agent)#page4.tif

## **GRANT OF A SECURITY INTEREST --TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 6, 2013, by TruckPro, LLC, a Delaware limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as an administrative agent acting for the benefit of JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated August 6, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles that would result in the application of the laws of a different jurisdiction.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

TRUCKPRO, LLC

By: 

Name: Steven J. Riefdan

Title: President and Chief Executive Officer

**SCHEDULE A TO GRANT OF A SECURITY INTEREST--TRADEMARKS**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
AMERICA'S TRUCK PARTS PROFESSIONALS	3589823	3/17/09	U.S.
AMERICA'S TRUCK PARTS PROFESSIONALS	3497694	9/9/08	U.S.
WE ARE HEAVY DUTY	2473093	7/31/01	U.S.
TRUCKPRO	2371324	7/25/00	U.S.
ARMADA	2423086	1/23/01	U.S.
ARMADA	2428210	2/13/01	U.S.
T TRUCK PRO	2375419	8/8/00	U.S.
TRUCKPRO	2222113	2/9/99	U.S.
ARMADA	2059105	5/6/97	U.S.
TRUCKPRO HEAVY DUTY PROFESSIONALS	1071956	8/23/77	U.S.

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
None.			