

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of and Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital Incorporated		01/31/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	150 S Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1971524	DPNI	
Registration Number:	1562806	DPNI	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-5		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

Date:

02/12/2014

**Total Attachments: 5**

source=Assignment of and Amendment to TSA- re 3692-0149#page1.tif

source=Assignment of and Amendment to TSA- re 3692-0149#page2.tif

source=Assignment of and Amendment to TSA- re 3692-0149#page3.tif

source=Assignment of and Amendment to TSA- re 3692-0149#page4.tif

source=Assignment of and Amendment to TSA- re 3692-0149#page5.tif

## **ASSIGNMENT OF AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

This **ASSIGNMENT OF AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "**Amendment**"), dated as of January 31, 2014, is by and among **VINTAGE PARTS, INC.**, a Wisconsin corporation (the "**Assignor**"), **GOLUB CAPITAL INCORPORATED** ("**Outgoing Assignee**") and **GOLUB CAPITAL LLC**, a Delaware limited liability company, as Administrative Agent (in such capacity, the "**New Assignee**") for the benefit of itself and all financial institutions that from time to time become lenders (the "**Lenders**") under the Credit Agreement (as such terms are hereinafter defined).

### **RECITALS:**

**WHEREAS**, Assignor, as Borrower, the other Loan Parties party thereto, New Assignee, as successor to Outgoing Assignee, and the Lenders are parties to a Credit Agreement dated as of December 21, 2007 (as the same has been and may hereafter be amended, restated, supplemented or modified from time to time, the "**Credit Agreement**");

**WHEREAS**, in connection with the Credit Agreement, Assignor and Outgoing Assignee are parties to a Trademark Security Agreement (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**") dated as of December 21, 2007 and filed with the United States Patent and Trademark Office on January 8, 2008 at Reel 003692, Frame 0149; and

**WHEREAS**, Outgoing Assignee desires to resign as Administrative Agent and New Assignee desires to be successor Administrative Agent under the Credit Agreement; and

**WHEREAS**, New Assignee, Outgoing Assignee, Borrower, each of the other Loan Parties, and each of the "**Lenders**" party to the Credit Agreement are parties to a **RESIGNATION, WAIVER, CONSENT AND APPOINTMENT AGREEMENT** (the "**Consent**") dated as of even date herewith, pursuant to which, among other things, Outgoing Assignee resigned as Administrative Agent and New Assignee became the successor Administrative Agent under the Credit Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and are made a part hereof.
2. **Definitions.** All capitalized terms used herein but not elsewhere defined shall have the respective meanings ascribed to such terms in the Agreement.
3. **Amendment to Agreement.** The Agreement is hereby amended by deleting all references to "Golub Capital Incorporated, a New York corporation, as Administrative Agent" appearing therein and substituting "Golub Capital LLC, in its capacity as Administrative Agent"

therefor.

4. **Assignment.** In accordance with the terms of the Consent, Outgoing Assignee assigns to New Assignee all of its rights, title and interests in and to the Agreement to New Assignee, and New Assignee accepts and assumes the same.

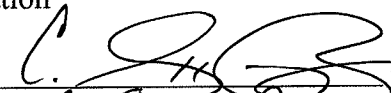
5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Assignor, New Assignee and Outgoing Assignee have caused this Amendment to be duly executed and delivered as of the date first above written.

**ASSIGNOR:**

**VINTAGE PARTS, INC.,** a Wisconsin corporation

By:   
Name: C. Scott Perry  
Title: Secretary

**NEW ASSIGNEE:**

**GOLUB CAPITAL LLC,** as  
Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OUTGOING ASSIGNEE:**

**GOLUB CAPITAL INCORPORATED** as  
Resigning Administrative Agent

By: \_\_\_\_\_  
Name: Robert G. Tuchscherer  
Title: Managing Director

IN WITNESS WHEREOF, Assignor, New Assignee and Outgoing Assignee have caused this Amendment to be duly executed and delivered as of the date first above written.

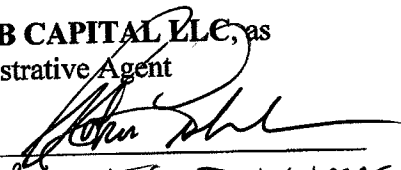
**ASSIGNOR:**

**VINTAGE PARTS, INC.,** a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

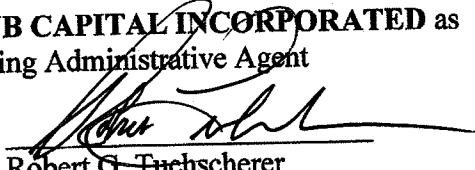
**NEW ASSIGNEE:**

**GOLUB CAPITAL LLC,** as  
Administrative Agent

By:   
Name: Robert G. Tuchscherer  
Title: Managing Director

**OUTGOING ASSIGNEE:**

**GOLUB CAPITAL INCORPORATED** as  
Resigning Administrative Agent

By:   
Name: Robert G. Tuchscherer  
Title: Managing Director

## **SCHEDULE A**

### **TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
DPNI	1971524	4/30/96
DPNI	1562806	10/24/89

### **TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None.		