

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automann Inc.		12/16/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Lakeland Bank		
Street Address:	250 Oak Ridge Road		
City:	Oak Ridge		
State/Country:	NEW JERSEY		
Postal Code:	07438		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3124534	AA AUTOMANN USA THE RIDE PARTS FOR HEAVY	
Registration Number:	3091307	THE RIDE PARTS FOR HEAVY DUTY... ASSURED	
Registration Number:	3154894	AA	
Registration Number:	3140025	AA AUTOMANN ASSURED	
Registration Number:	2567317	AUTOMANN	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	455312		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/14/2015		

CH \$140.00 3124534

Total Attachments: 6

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LAKELAND BANK

Confirmatory Trademark Security Agreement

Between

AUTOMANN INC., as Borrower

and

Lakeland Bank, as Secured Party

This Confirmatory Trademark Security Agreement, made as of this 16th day of December 2014 (as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, this "Agreement"), by and between AUTOMANN INC., a corporation organized and existing pursuant to the laws of the State of Jersey ("Borrower"), with its principal place of business at 850 Randolph Road, Somerset, New Jersey and Lakeland Bank, a banking corporation chartered and existing under the laws of the State of New Jersey ("Lender"), having offices located at 250 Oak Ridge Road, Oak Ridge, New Jersey 07438.

WITNESSETH:

Borrower is a party to a revolving loan agreement dated December 1, 2009 with Lender (as the same may be supplemented, modified, amended or restated from time to time, the "Loan Agreement") and a general security agreement dated December 1, 2009 in favor of Lender (as the same may be supplemented, modified, amended or restated from time to time, the "Security Agreement"), pursuant to which, among other things, in order to secure all of Borrower's obligations as defined in the Loan Agreement, Borrower pledged and granted to Lender a present and continuing lien and security interest in and to (among other things), any and all of Borrower's present and future general intangibles, including, without limitation, the Trademarks (as hereinafter defined).

Borrower and Lender have entered into this Agreement and Borrower has signed a special power of attorney, which is attached hereto as **Schedule B**, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrower, Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to Lender, and grants to Lender, a present and continuing lien and security interest in and to any and all of the trademarks, trademark registrations and applications of the Borrower listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, in each case whether

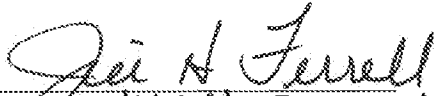
now existing or hereafter acquired or created, whether owned, individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as, the "Trademarks").

Borrower hereby authorizes Lender to modify this Agreement (without the signature of Borrower) by amending **Schedule A** hereto to include any and all future trademarks and trademark registrations, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Security Agreement, whenever acquired or created.

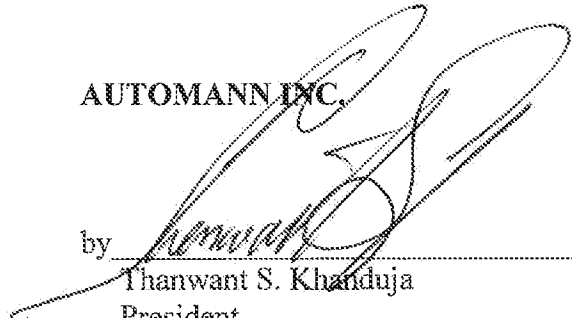
This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement, the Security Agreement and the other Loan Documents (as defined in the Loan Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, the Security Agreement and the other Loan Documents, and Lender shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of Lender's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Loan Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as Lender may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement, the Security Agreement and other Loan Documents and the termination of the Loan Agreement, and may be terminated, modified, amended or restated only in a document executed by Lender and Borrower.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

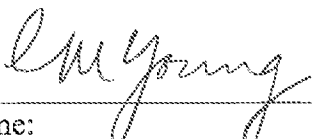
WITNESS:


Name: JILL H. FERRELL

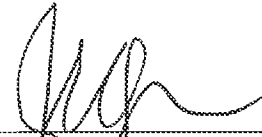
AUTOMANN INC.

by 
Thanwant S. Khanduja
President

WITNESS:


Name: _____

Lakeland Bank

by 
Jane E. Quinn
Vice President

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Somerset)

On the 15th day of December 2014 before me personally came **Thanwant S. Khanduja**, to me known, who, being by me duly sworn, did depose and say that he resides at 1890 Mountain Top Road, Bridgewater, New Jersey 08807; that he is the **President of AUTOMANN INC.**, the New Jersey corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Sworn to and subscribed
before me this
15 day of DEC 2014

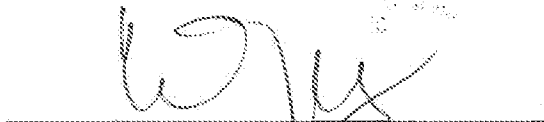


Notary Public

VINCENZA MOSCHETTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/22/2019

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

On the 16th day of December 2014 before me personally came **Jane E. Quinn** to me known, who, being by me duly sworn, did depose and say that she resides at 602 Fieldstone Terrace, Wyckoff, New Jersey 07481; that she is a **Vice President of Lakeland Bank**, the bank described in and which executed the above instrument; and that she signed her name thereto by authority of the Board of Directors of said commercial bank.



Notary Public

Celina Grbic
Notary Public of New Jersey
Commission ID# 2233888
Commission Expires 11/30/2019

SCHEDULE A

<u>Trademark</u>	<u>Application/Registration No.</u>
AA AUTOMANN USA THE RIDE PARTS FOR HEAVY DUTY...ASSURED (Stylized & Design)	3124534
THE RIDE PARTS FOR HEAVY DUTY...ASSURED	3091307
AA Design	3154894
AUTOMANN ASSURED & AA Logo	3140025
AUTOMANN	2567317

SCHEDULE B

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

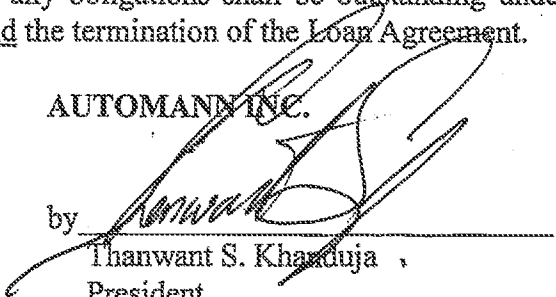
KNOW ALL MEN BY THESE PRESENTS, that AUTOMANN INC., a corporation organized and existing pursuant to the laws of the State of New Jersey ("Borrower"), having an address at 850 Randolph Road, Somerset, New Jersey 08873, pursuant to a Confirmatory Trademark Security Agreement, dated the date hereof (the "Agreement"), hereby constitutes and appoints Lakeland Bank, a banking corporation chartered and existing under the laws of the State of New Jersey ("Lender"), having offices located at 250 Oak Ridge Road, Oak Ridge, New Jersey 07438 as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at any time and from time to time after the occurrence and during the continuance of an Event of Default, and subject to the other terms and conditions of the Loan Agreement, the Security Agreement and the other Loan Documents (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as Lender may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Borrower and Lender (i) is coupled with an interest and (ii) shall be irrevocable for the term of this Agreement and thereafter as long as any obligations shall be outstanding under the Loan Agreement and the Security Agreement and the termination of the Loan Agreement.

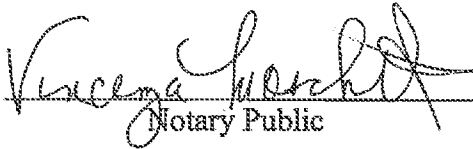
AUTOMANN INC.

by 

Thanwant S. Khanduja ,
President

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Somerset)

On the 15th day of December 2014 before me personally came Thanwant S. Khanduja, to me known, who, being by me duly sworn, did depose and say that he resides at 1890 Mountain Top Road, Bridgewater, New Jersey 08807; that he is the President of AUTOMANN INC., the New Jersey corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



Notary Public

VINCENZA MOSCHETTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/22/2019

Sworn to and subscribed
before me this
15 day of DEC, 2014