

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITEL LABORATORIES, INC.		04/17/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	CORPORATION: DELAWARE <i>Limit Liability Company</i> <i>New York</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85518761	ONSIGHTLKQ FLOOR COVERING ASSESSMENT SYS	
CORRESPONDENCE DATA			
Fax Number:	2129408776		
<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:	2129406522		
Email:	christine.guthrie@kattenlaw.com		
Correspondent Name:	Christine Guthrie		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	.337968-00066		
NAME OF SUBMITTER:	Christine Guthrie		
SIGNATURE:	/christineguthrie/		
DATE SIGNED:	04/24/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 17, 2015, is between **ITEL LABORATORIES, INC.**, a Delaware corporation ("Grantor"), and **GOLUB CAPITAL LLC**, a New York limited liability company, as administrative agent (in such capacity, "Grantee"), for the benefit of itself and the other Secured Parties (as defined in the Credit Agreement (as hereinafter defined)). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

RECITALS

WHEREAS, Grantor, owns the Trademarks listed on **Schedule 1** annexed hereto, and is a party to the Trademark Licenses listed on **Schedule 2** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of June 29, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 29, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark owned by Grantor, including, without limitation, the Trademarks referred to in **Schedule 1** annexed hereto;
- (2) each Trademark License referred to in **Schedule 2** annexed hereto;

(3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark License owned by Grantor.

Notwithstanding the foregoing, the Trademark Collateral shall not include all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement for the purpose of registering the security interest of Grantee in the Trademark Collateral with the United States Patent and Trademark Office and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

The release provisions of Sections 6.15 and 6.16 of the Security Agreement are hereby incorporated by reference, *mutatis mutandis*.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

ITEL LABORATORIES, INC., a
Delaware corporation

By: 

Name: Robert L. Say

Title: President, CEO

Acknowledged:

GOLUB CAPITAL LLC,

a New York limited liability company, as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Owner	Type	Description	Country	Registration	Date
ITEL Laboratories, Inc.	Trademark	ONSIGHTLKQ FLOOR COVERING ASSESSMENT SYSTEM	USA	85518761	January 18, 2012

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

Schedule 2 to Trademark Security Agreement

TRADEMARK LICENSES

None.