

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342839

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|---|--|------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Power Stop, LLC | | 05/29/2015 | LIMITED LIABILITY COMPANY: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank, N.A., as Administrative Agent | | |
| Street Address: | 111 W Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60638 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4203913 | CALLAHAN | |
| Registration Number: | 4203911 | CALLAHAN BRAKE PARTS | |
| Registration Number: | 4184462 | 1-CLICK BRAKE KIT | |
| Registration Number: | 3995376 | THERMAL SCORCHED FOR FAST BREAK-IN | |
| Registration Number: | 3897393 | EURO-STOP | |
| Registration Number: | 3497727 | POWERSTOP | |
| Registration Number: | 3248811 | AUTOSPECIALTY | |
| Serial Number: | 86570229 | POWERSTOP PS | |
| Serial Number: | 86568324 | EVOLUTION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774565 | | |
| <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: | 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: | 207545-76 | | |

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|---|--------------------|
| NAME OF SUBMITTER: | Kristin Brozovic |
| SIGNATURE: | /Kristin Brozovic/ |
| DATE SIGNED: | 05/29/2015 |
| Total Attachments: 3 source=BMO_Power Stop - TM Security Agreement (EXECUTED)#page1.tif source=BMO_Power Stop - TM Security Agreement (EXECUTED)#page2.tif source=BMO_Power Stop - TM Security Agreement (EXECUTED)#page3.tif | |

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 29, 2015, by POWER STOP, LLC, an Illinois limited liability company ("Grantor"), in favor of BMO HARRIS BANK, N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the trademarks listed on the attached Schedule A (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 29, 2015 (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 Lender 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 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, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks 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.

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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.

POWER STOP, LLC

By: 
Name: Arvin Scott
Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

1. REGISTERED TRADEMARKS

| Mark | Owner | Application Number | Application Date | Registration Number | Registration Date |
|------------------------------------|-----------------|--------------------|------------------|---------------------|-------------------|
| CALLAHAN | Power Stop, LLC | 85554831 | 2/28/12 | 4203913 | 9/4/12 |
| CALLAHAN BRAKE PARTS | Power Stop, LLC | 85552368 | 2/24/12 | 4203911 | 9/4/12 |
| 1-CLICK BRAKE KIT | Power Stop, LLC | 85182591 | 11/22/10 | 4184462 | 7/31/12 |
| THERMAL SCORCHED FOR FAST BREAK-IN | Power Stop, LLC | 85094722 | 7/28/10 | 3995376 | 7/12/11 |
| EURO-STOP | Power Stop, LLC | 85039139 | 5/14/10 | 3897393 | 12/28/10 |
| POWERSTOP | Power Stop, LLC | 77124736 | 3/7/07 | 3497727 | 9/9/08 |
| AUTOSPECIALTY | Power Stop, LLC | 76652970 | 1/5/06 | 3248811 | 6/5/07 |

2. TRADEMARK APPLICATIONS

| Mark | Owner | Application Number | Application Date | Registration Number | Registration Date |
|--------------|-----------------|--------------------|------------------|---------------------|-------------------|
| POWERSTOP PS | Power Stop, LLC | 86570229 | 3/19/15 | N/A | N/A |
| EVOLUTION | Power Stop, LLC | 86568324 | 3/18/15 | N/A | N/A |

3. LICENSES

None.