

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343753

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOTORCAR PARTS OF AMERICA, INC.		06/03/2015	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association, as Agent
<b>Street Address:</b>	Two Tower Center Boulevard
<b>City:</b>	East Brunswick
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08816
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2935178	MPA
Registration Number:	1368671	MPA
Registration Number:	4379965	NU
Registration Number:	4294121	PURE ENERGY
Registration Number:	4418904	PURE ENERGY EXPECT MORE
Registration Number:	3437558	QB QUALITY-BUILT
Registration Number:	2934658	QUALITY BUILT TO LAST
Registration Number:	2717341	QUALITY BUILT TO LAST
Serial Number:	85423508	QUALITY BUILT TO LAST
Serial Number:	86253723	RELIANCE AUTOMOTIVE
Serial Number:	86265520	RELIANCE AUTOMOTIVE
Registration Number:	2939922	SCP SUNCOAST AUTOMOTIVE PRODUCTS, INC
Registration Number:	3415473	TALON
Registration Number:	3016057	XTREME
Registration Number:	3837165	XTREME HD
Registration Number:	2915883	OE+
Registration Number:	1863657	PRO+
Registration Number:	1818449	OE+
Registration Number:	1818448	ORIGINAL EQUIPMENT PLUS

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** michael.barys@thomsonreuters.com**Correspondent Name:** James Murray**Address Line 1:** 4400 Easton Commons Way Suite 125**Address Line 2:** CT Corporation**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	James Murray
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<b>SIGNATURE:</b>	/Michael Barys/
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<b>DATE SIGNED:</b>	06/05/2015
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**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, MOTORCAR PARTS OF AMERICA, INC., a corporation incorporated under the laws of the State of New York, located at 2929 California Street, Torrance, California 90503 ("Borrower"), owns the trademarks and trademark applications shown in the attached Schedule A (the "Trademarks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC BANK, NATIONAL ASSOCIATION ("PNC") and various other financial institutions (collectively, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other loan parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in and Lien on, the Trademarks, all proceeds and products thereof, the goodwill of the business symbolized by the Trademarks, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the registrations and applications therefor, other than any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.


WHEREAS, notwithstanding the foregoing, this Agreement shall not to be construed as an absolute assignment of any Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign, pledge and grant unto Agent for its benefit and for the ratable benefit of Lenders a security interest in and to, and Lien on, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and registrations and applications therefor, which assignment, security interest and Lien shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment, security interest and Lien granted hereby are more fully set forth in the Agreements.

Dated: June 3, 2015

MOTORCAR PARTS OF AMERICA, INC.,  
as Borrower

By:   
Name: Selwyn Jette  
Its: Chairman, President & CEO

Signature Page to Trademark Assignment of Security

**TRADEMARK**  
**REEL: 005547 FRAME: 0128**

PNC BANK, NATIONAL ASSOCIATION, as  
Agent



By: Fred Kiehne  
Name: Fred Kiehne  
Title: Senior Vice President

Signature Page to Trademark Assignment of Security.

**TRADEMARK**  
**REEL: 005547 FRAME: 0129**


SCHEDULE A

Schedule A to a Trademark Assignment of Security, dated June 3, 2015, by and between Motorcar Parts of America, Inc., as Borrower and PNC Bank, National Association, as Agent.

<u>TRADEMARK</u>	<u>REGISTRATION OR APPLICATION OR TRADEMARK NO.</u>	<u>REGISTRATION, ISSUE OR FILING DATE</u>
MPA	Appln. No. 78/389,961 Reg. No. 2,935,178	Filed Mar. 24, 2004 Reg. Mar. 22, 2005
	Appln. No. 73/535,558 Reg. No. 1,368,671	Filed May 3, 1985 Reg. Nov. 5, 1985
NU	Appln. No. 85/811,174 Reg. No. 4,379,965	Filed Dec. 27, 2012 Reg. Aug. 6, 2013
PURE ENERGY	Appln. No. 85/149,870 Reg. No. 4,294,121	Filed Oct. 11, 2010 Reg. Feb. 26, 2013
PURE ENERGY EXPECT MORE	Appln. No. 85/129,077 Reg. No. 4,418,904	Filed Sept. 14, 2010 Reg. Oct. 15, 2013
	Appln. No. 78/387,825 Reg. No. 3,437,558	Filed Mar. 19, 2004 Reg. May 27, 2008
QUALITY BUILT TO LAST	Appln. No. 76/603,064 Reg. No. 2,934,658	Filed Jul. 19, 2004 Reg. Mar. 22, 2005
QUALITY BUILT TO LAST	Appln. No. 76/416,964 Reg. No. 2,717,341	Filed Jun. 7, 2002 Reg. May 20, 2003
QUALITY BUILT TO LAST	Appln. No. 85/423,508	Filed Sept. 15, 2011
RELIANCE AUTOMOTIVE	Appln. No. 86/253,723	Filed Apr. 16, 2014

Schedule A

**TRADEMARK**  
**REEL: 005547 FRAME: 0130**

<u>TRADEMARK</u>	<u>REGISTRATION OR APPLICATION OR TRADEMARK NO.</u>	<u>REGISTRATION, ISSUE OR FILING DATE</u>
	Appln. No. 86/265,520	Filed Apr. 29, 2014
SCP SUNCOAST AUTOMOTIVE PRODUCTS, INC.	Appln. No. 78/357,272 Reg. No. 2,939,922	Filed Jan. 26, 2004 Reg. Apr. 12, 2005
TALON	Appln. No. 78/113,536 Reg. No. 3,415,473	Filed Mar. 8, 2002 Reg. Apr. 22, 2008
XTREME	Appln. No. 78/111,089 Reg. No. 3,016,057	Filed Feb. 26, 2002 Reg. Nov. 15, 2005
XTREME HD	Appln. No. 77/886,801 Reg. No. 3,837,165	Filed Dec. 4, 2009 Reg. Aug. 24, 2010
OE+	Appln. No. 76/567,449 Reg. No. 2,915,883	Filed Dec. 17, 2003 Reg. Jan. 4, 2005
PRO+	Appln. No. 74/466,311 Reg. No. 1,863,657	Filed Dec. 2, 1993 Reg. Nov. 22, 1994
OE+	Appln. No. 74/292,499 Reg. No. 1,818,449	Filed Jul. 8, 1992 Reg. Jan. 25, 1994
ORIGINAL EQUIPMENT PLUS	Appln. No. 74/292,383 Reg. No. 1,818,448	Filed Jul. 8, 1992 Reg. Jan. 25, 1994

Schedule A