

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APD Acquisition, LLC		07/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as US Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4368408	APDEPOT	
Registration Number:	3564447	APD	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-679		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	07/10/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2015, is made by the undersigned ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent for the US Lenders and each other Secured Party (each as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 1, 2014 (as the same may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Reliable Parts Holdings LLC, a Delaware limited liability company ("Holdings"), Reliable Parts U.S. Holdings, Inc., a Delaware corporation ("US Acquisition Co."), Cascadia Distributors, Inc., a Washington corporation ("Cascadia"), and Reliable Parts, Inc., a Washington corporation ("Reliable US" and with US Acquisition Co. and Cascadia, each a "US Borrower" and together, the "US Borrowers"; Reliable Parts Ltd., a British Columbia company (the "Canadian Borrower"; collectively with the US Borrowers, the "Borrowers" and individually as a "Borrower"; US Acquisition Co., as the US Borrower Representative, the other Persons party thereto that are designated as a "Credit Party", GE Capital, as US Agent for the several financial institutions from time to time party thereto that extend US Loans to the US Borrowers (collectively, the "US Lenders" and individually each a "US Lender"), GE Capital Canada Finance Inc., a Nova Scotia corporation (in its individual capacity, "GE Capital Canada") as Canadian Agent for the several financial institutions from time to time party thereto that extend Canadian Loans to the Canadian Borrower (collectively, the "Canadian Lenders" and individually each a "Canadian Lender"; the Canadian Lenders and the US Lenders are sometimes hereinafter referred to collectively as the "Lenders" and individually as a "Lender") and for itself as a Canadian Lender (including as Canadian Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

(i) Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(ii) Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(iii) Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(iv) Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

(v) Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(vi) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the New York.

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

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

APD ACQUISITION, LLC

as Grantor

By: 

Name: Joseph Thomas


Title: Vice President, Secretary and Treasurer

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**


Trademark Registrations

1. REGISTERED TRADEMARKS

United States Registered Trademarks

REGISTERED TRADEMARKS - ®	REGISTRATION NO.	REGISTERED DATE	COMPANY NAME
APDepot	4,368,408	July 16, 2013	APD Acquisition, LLC
	3,564,447	January 20, 2009	APD Acquisition, LLC

State Registered Trademarks

JURISDICTION	REGISTERED TRADEMARKS	DOCUMENT / REGISTRATION NO.	REGISTERED DATE	COMPANY NAME
Florida	Appliance Parts Depot	T14000000466	April 28, 2014	APD Acquisition, LLC
New Mexico	 Appliance Parts Depot <small>www.apdepot.com</small>	TK13020802	February 8, 2013	APD Acquisition, LLC
Texas	APDEPOT	801686805	February 6, 2013	APD Acquisition, LLC
Arizona	APPLIANCE PARTS DEPOT	56732	November 26, 2012	APD Acquisition, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

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