

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1A Auto, Inc.		01/25/2017	Corporation: MASSACHUSETTS
1A Auto, LLC		01/25/2017	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3178129	1A AUTO	
Serial Number:	87030715	AM AFTERMARKET AUTOPARTS	
Registration Number:	5100298	1A AUTO	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010204-0032		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	01/25/2017		
Total Attachments: 5			

OP \$90.00 3178129

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of January 25, 2017, by each of the entities listed on the signature pages hereof (each, a "Grantor" and collectively, the "Grantors"), in favor of CITIZENS BANK, N.A., as administrative agent and collateral agent (the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to the Credit Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"), by and among the Grantors, the Lenders and the Administrative Agent, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that each Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and all applications filed in connection therewith, including, but not limited to, those referred to on Schedule I attached hereto (each, a "Trademark");

(b) all reissues, extensions or renewals of the foregoing (excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under Applicable Law);

(c) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by Applicable Law;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Security Documents. Such other Security Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Security Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This 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 of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with, the law of the Commonwealth of Massachusetts, without giving effect to the conflicts of laws principles or choice of laws principles thereof.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.


GRANTORS:

1A AUTO, INC., a Massachusetts corporation

By: 
Name: Preston Farrington
Title: Chief Financial Officer

1A AUTO, LLC, a Massachusetts limited liability company

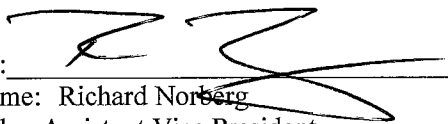
By: 1A Auto, Inc.,
its sole member

By: 
Name: Preston Farrington
Title: Chief Financial Officer

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A.

By: 
Name: Richard Norberg
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005974 FRAME: 0718

SCHEDULE I – TRADEMARK SCHEDULE

<u>Company</u>	<u>Trademark</u>	<u>Registration / Application / No.</u>	<u>Registration/ Filing Date</u>	<u>Jurisdiction</u>	<u>Status</u>
1A Auto, Inc.	1A AUTO	3178129	11/28/2006	USPTO	Active (renewed through 11/28/2026)
1A Auto, Inc.	AM AFTERMARKET AUTO PARTS	87030715	5/10/2016	USPTO	Pending (published for opposition 12/20/2016)
1A Auto, Inc.	1A AUTO	5100298	12/13/2016	USPTO	Active
1A Auto, Inc.	TRAIL RIDGE	87081246	6/23/2016	USPTO	Intent-to-use (notice of allowance issued 12/13/2016)