

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM452367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OEConnection LLC		11/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2581000	COLLISIONLINK	
Registration Number:	4365935	CONSUMERLINK	
Registration Number:	2973094	D2D EXPRESS	
Registration Number:	2973587	D2D PLUS	
Registration Number:	2690964	D2DLINK	
Registration Number:	3412385	DISCOUNTPARTSHUB	
Registration Number:	4519448	DMS CONNECT	
Registration Number:	4268053		
Registration Number:	4420102	MARKETPLACEDIRECT	
Registration Number:	4906476	MYPRICELINK	
Registration Number:	4268054	OECONNECTION	
Registration Number:	4336198	OEC	
Registration Number:	2648558	OECONNECTION	
Registration Number:	4081501	PARTSBROKERDIRECT	
Registration Number:	4437493	RECONTRACKER	
Registration Number:	4715882	RIGHT PART. RIGHT PLACE. RIGHT TIME.	
Registration Number:	3702647	SERVICEADVANTAGE	
Registration Number:	5186795	FLEETLINK	
Registration Number:	5097079	OEC PERFORMANCE COACHING	
TRADEMARK			

CH \$540.00 2581000

Property Type	Number	Word Mark
Registration Number:	5260675	PARTSBROKERDIRECT
Serial Number:	87635035	CLIFFORD THAMES

CORRESPONDENCE DATA

Fax Number: 2127514864
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.
Phone: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	057121-0134
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	11/28/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of November 22, 2017 (this "Trademark Security Agreement"), by and among the Grantors party hereto and Antares Capital LP, as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to the Second Lien Pledge and Security Agreement, dated as of November 22, 2017 (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among OEConnection LLC, a Delaware limited liability company (the "Borrower"), OEC Midco, LLC, a Delaware limited liability company ("Holdings"), the other Grantors from time to time party thereto and the Administrative Agent.

The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Second Lien Credit Agreement, dated as of November 22, 2017 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent.

Each Grantor party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Credit Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all

registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any non-U.S. Trademarks or any “intent-to-use” Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.14 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

OECONNECTION LLC

By: 

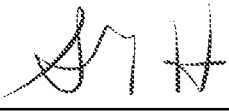
Name: Ronald Coill

Title: President and Chief Financial Officer

{Signature Page to Second Lien Trademark Security Agreement}

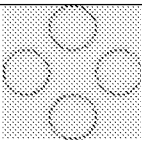

TRADEMARK
REEL: 006214 FRAME: 0530

ANTARES CAPITAL LP,
as Administrative Agent and Collateral Agent

By:  _____
Name: Steve Heise
Title: Its Duly Authorized Signatory

Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

Grantor	Trademark or Service Mark	Date Granted	Registration No.
OEConnection LLC	COLLISIONLINK	6/18/2002	2,581,000
OEConnection LLC	CONSUMERLINK	7/9/2013	4,365,935
OEConnection LLC	D2D EXPRESS	7/19/2005	2,973,094
OEConnection LLC	D2D PLUS	7/19/2005	2,973,587
OEConnection LLC	D2DLINK	2/25/2003	2,690,964
OEConnection LLC	DISCOUNTPART SHUB	4/15/2008	3,412,385
OEConnection LLC	DMS CONNECT	4/22/2014	4,519,448
OEConnection LLC		1/1/2013	4,268,053
OEConnection LLC	MARKETPLACE DIRECT	10/15/2013	4,420,102
OEConnection LLC	MYPRICELINK	2/23/2016	4,906,476
OEConnection LLC		1/1/2013	4,268,054
OEConnection LLC	OEC	5/14/2013	4,336,198
OEConnection LLC	OECONNECTION	11/12/2002	2,648,558
OEConnection LLC	PARTSBROKERDIRECT	1/3/2012	4,081,501
OEConnection LLC	RECONTRACTOR	11/19/2013	4,437,493

OEConnection LLC	RIGHT PART. RIGHT PLACE. RIGHT TIME.	4/7/2015	4,715,882
OEConnection LLC	SERVICEADVANCE	10/27/2009	3,702,647
OEConnection LLC	FLEETLINK	04/18/2017	5,186,795
OEConnection LLC	OEC PERFORMANCE COACHING	12/06/2016	5,097,079
OEConnection LLC	PARTSBROKERDIRECT	08/08/2017	5,260,675

U.S. Trademark Applications

Grantor	Trademark or Service Mark Application	Date Filed	Application No.
OEConnection LLC	CLIFFORD THAMES	10/05/2017	87/635,035