

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM452376

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Golub Capital Markets LLC		11/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OEConnection LLC		
<b>Street Address:</b>	4205 Highlander Parkway		
<b>City:</b>	Richfield		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44286		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2581000	COLLISIONLINK	
<b>Registration Number:</b>	4365935	CONSUMERLINK	
<b>Registration Number:</b>	2973094	D2D EXPRESS	
<b>Registration Number:</b>	2973587	D2D PLUS	
<b>Registration Number:</b>	2690964	D2DLINK	
<b>Registration Number:</b>	3412385	DISCOUNTPARTSHUB	
<b>Registration Number:</b>	4519448	DMS CONNECT	
<b>Registration Number:</b>	4268053		
<b>Registration Number:</b>	4420102	MARKETPLACEDIRECT	
<b>Registration Number:</b>	4906476	MYPRICELINK	
<b>Registration Number:</b>	4268054	OECONNECTION	
<b>Registration Number:</b>	4336198	OEC	
<b>Registration Number:</b>	2648558	OECONNECTION	
<b>Registration Number:</b>	4081501	PARTSBROKERDIRECT	
<b>Registration Number:</b>	4437493	RECONTRACKER	
<b>Registration Number:</b>	4715882	RIGHT PART. RIGHT PLACE. RIGHT TIME.	
<b>Registration Number:</b>	3702647	SERVICEADVANTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

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**Fax Number:** 2129096836

***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:** 212-909-6000

**Email:** trademarks@debevoise.com

**Correspondent Name:** Marina Capeto Novello, Esq.

**Address Line 1:** 919 Third Avenue

**Address Line 2:** Debevoise & Plimpton LLP

**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Marina Capeto Novello
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<b>SIGNATURE:</b>	/Marina Capeto Novello/
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<b>DATE SIGNED:</b>	11/28/2017
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**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 22, 2017 (this “Release”), by Golub Capital Markets LLC, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”) in favor of the Borrower. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement (as defined below) and, if not defined therein, the Credit Agreement (as defined below).

A. Reference is made to the Credit Agreement dated as of June 23, 2016 (as amended by the First Amendment, dated as of June 30, 2017, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among OECONNECTION LLC, a Delaware limited liability company (as successor by merger to PEP OEConnection Mergerco L.L.C., the “Borrower”), OEC MIDCO, LLC, a Delaware limited liability company (“Holdings”), the Lenders party thereto and the Administrative Agent.

B. Reference is made to (i) the Pledge and Security Agreement, dated as of June 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Borrower, Holdings, each of the other grantors from time to time party thereto and the Administrative Agent and (ii) the Trademark Security Agreement, dated as of June 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement” and, together with the Security Agreement, the “Security Documents”), made by the Borrower, in favor of the Administrative Agent, pursuant to which the Borrower, among other things, granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in certain assets and property of the Borrower, including all right, title and interest of the Borrower in and to Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those trademark and service mark registrations and applications set forth on Schedule A hereto.

C. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 23, 2016 at Reel 5821 Frame 0060.

D. In connection with the termination of the Credit Agreement, the Borrower has requested that the Administrative Agent execute and deliver this Release to evidence the release of the Administrative Agent’s security interest in the Trademark Collateral granted under the Security Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without any

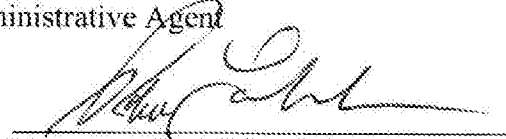
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representation, warranty or recourse of any kind, hereby terminates, releases and discharges its security interest in and to the Trademark Collateral (including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A attached hereto) pursuant to the Security Documents, the Secured Obligations having been paid and satisfied in full. If and to the extent the Administrative Agent has acquired any right, title or interest in or to any Trademark Collateral under the Security Documents, the Administrative Agent, without any representation, warranty or recourse of any kind, hereby irrevocably re-assigns, re-transfers and re-conveys such right, title or interest to the Borrower.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

GOLUB CAPITAL MARKETS LLC, as  
Administrative Agent

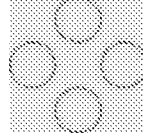

By:



Name: Robert G. Tuhscherer  
Title: Managing Director

Schedule A

**TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS**

<b>Grantor</b>	<b>Trademark or Service Mark</b>	<b>Date Granted</b>	<b>Registration No.</b>
OEConnection LLC	<b>COLLISIONLINK</b>	6/18/2002	2,581,000
OEConnection LLC	<b>CONSUMERLINK</b>	7/9/2013	4,365,935
OEConnection LLC	<b>D2D EXPRESS</b>	7/19/2005	2,973,094
OEConnection LLC	<b>D2D PLUS</b>	7/19/2005	2,973,587
OEConnection LLC	<b>D2DLINK</b>	2/25/2003	2,690,964
OEConnection LLC	<b>DISCOUNTPARTSHUB</b>	4/15/2008	3,412,385
OEConnection LLC	<b>DMS CONNECT</b>	4/22/2014	4,519,448
OEConnection LLC		1/1/2013	4,268,053
OEConnection LLC	<b>MARKETPLACEDIRECT</b>	10/15/2013	4,420,102
OEConnection LLC	<b>MYPRICELINK</b>	2/23/2016	4,906,476
OEConnection LLC		1/1/2013	4,268,054
OEConnection LLC	<b>OEC</b>	5/14/2013	4,336,198
OEConnection LLC	<b>OECONNECTION</b>	11/12/2002	2,648,558
OEConnection LLC	<b>PARTSBROKERDIRECT</b>	1/3/2012	4,081,501
OEConnection LLC	<b>RECONTRACKER</b>	11/19/2013	4,437,493
OEConnection LLC	<b>RIGHT PART. RIGHT PLACE. RIGHT TIME.</b>	4/7/2015	4,715,882
OEConnection LLC	<b>SERVICEADVANTAGE</b>	10/27/2009	3,702,647

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