

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453627

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|--|
| Parts Town, LLC | | 12/07/2017 | Limited Liability Company: ILLINOIS |
| Whaley Food Service, LLC | | 12/07/2017 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Jefferies Finance LLC |
| Street Address: | 520 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4933891 | TECHTOWN |
| Registration Number: | 4797056 | PARTSMATCH |
| Registration Number: | 4521094 | PARTSPIN |
| Registration Number: | 4521070 | PARTSPIN |
| Registration Number: | 3997785 | PARTSTOWN |
| Registration Number: | 3997784 | PARTSTOWN |
| Registration Number: | 4785709 | COOL TOOLS. HOT IDEAS. |
| Registration Number: | 4623688 | WHALEY FOODSERVICE |
| Registration Number: | 4357761 | KNOW HOW. RIGHT NOW. |
| Registration Number: | 4391053 | WHALEY FOODSERVICE. PART SMART. SERVICE |
| Registration Number: | 3169992 | NO ONE WORKS HARDER TO KEEP YOU COOLING. |
| Registration Number: | 3293570 | WF WHALEY FOODSERVICE PARTS & REPAIRS |
| Registration Number: | 2303570 | "NO ONE WORKS HARDERTO KEEP YOU |

CORRESPONDENCE DATA

Fax Number: 2134522329

TRADEMARK

REEL: 006223 FRAME: 0107

900431272

CH \$340.00 4933891

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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1104636-0003-S216 |
| NAME OF SUBMITTER: | Justine Lu |
| SIGNATURE: | /Justine Lu/ |
| DATE SIGNED: | 12/07/2017 |

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT (SHORT FORM)

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of dated as of December 7, 2017, by PARTS TOWN, LLC and WHALEY FOOD SERVICE, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of JEFFERIES FINANCE LLC, in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (as defined in the Second Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of December 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement and the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Trademarks of such Grantor, including those listed on Schedule I attached hereto, and all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Second Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

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

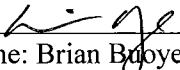
PARTS TOWN, LLC

By: 
Name: Lori A. Sherwood
Title: Chief Financial Officer

WHALEY FOODSERVICE, LLC

By: 
Name: Lori A. Sherwood
Title: Chief Financial Officer

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: Brian Brooye
Title: Managing Director

Schedule I
Trademark Registrations and Use Applications

1. Parts Town, LLC

| Trademark | Owner | App. No. | App. Date | Reg. No. | Reg. Date |
|------------|-----------------|----------|-------------|----------|-------------|
| TECHTOWN | PARTS TOWN, LLC | 86528261 | 09-FEB-2015 | 4933891 | 05-APR-2016 |
| PARTSMATCH | PARTS TOWN, LLC | 86491489 | 29-DEC-2014 | 4797056 | 18-AUG-2015 |
| PARTSPIN | PARTS TOWN, LLC | 86043243 | 20-AUG-2013 | 4521094 | 29-APR-2014 |
| PARTSPIN | PARTS TOWN, LLC | 86042656 | 20-AUG-2013 | 4521070 | 29-APR-2014 |
| PARTSTOWN | PARTS TOWN, LLC | 85207928 | 30-DEC-2010 | 3997785 | 19-JUL-2011 |
| PARTSTOWN | PARTS TOWN, LLC | 85207879 | 30-DEC-2010 | 3997784 | 19-JUL-2011 |

2. Whaley Foodservice, LLC

| Trademark | Owner | App. No. | App. Date | Reg. No. | Reg. Date |
|--|-------------------------|----------|-------------|----------|-------------|
| COOL TOOLS. HOT IDEAS. | WHALEY FOODSERVICE, LLC | 86480145 | 15-DEC-2014 | 4785709 | 04-AUG-2015 |
| WHALEY FOODSERVICE | WHALEY FOODSERVICE, LLC | 86126453 | 22-NOV-2013 | 4623688 | 21-OCT-2014 |
| KNOW HOW. RIGHT NOW. | WHALEY FOODSERVICE, LLC | 85762480 | 24-OCT-2012 | 4357761 | 25-JUN-2013 |
| WHALEY FOODSERVICE. PART SMART. SERVICE SAVVY. | WHALEY FOODSERVICE, LLC | 85761072 | 23-OCT-2012 | 4391053 | 27-AUG-2013 |

| Trademark | Owner | App. No. | App. Date | Reg. No. | Reg. Date |
|--|-------------------------|----------|-------------|----------|-------------|
| NO ONE WORKS HARDER TO KEEP YOU COOLING. | WHALEY FOODSERVICE, LLC | 78622522 | 04-MAY-2005 | 3169992 | 07-NOV-2006 |
| WF WHALEY FOODSERVICE PARTS & REPAIRS | WHALEY FOODSERVICE, LLC | 78622587 | 04-MAY-2005 | 3293570 | 18-SEP-2007 |
| "NO ONE WORKS HARDERTO KEEP YOU COOKING." | WHALEY FOODSERVICE, LLC | 75460703 | 01-APR-1998 | 2303570 | 28-DEC-1999 |