

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM453624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	1

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

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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FIRST LIEN TRADEMARK SECURITY AGREEMENT (SHORT FORM)

FIRST LIEN TRADEMARK SECURITY AGREEMENT

First 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 First Lien Credit Agreement (as defined in the First 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 First Lien Security Agreement dated as of December 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**First 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 First 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 First 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 First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement and the First 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 First Lien Security Agreement. The security interest granted pursuant to this First 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 First 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 First Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the First 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 First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First 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 First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

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

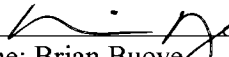
PARTS TOWN, LLC

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 Buoye
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