

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant Of A Security Interest - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TruckPro, LLC		01/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	Goodwin Square, 225 Asylum Street, 23rd Floor		
Internal Address:	c/o U.S. Bank Global Corporate Trust Services		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4419540	SERVUS	
Registration Number:	4123815	COMPETITIVE PRICED PRODUCTS	
Registration Number:	3589823	AMERICA'S TRUCK PARTS PROFESSIONALS	
Registration Number:	3497694	AMERICA'S TRUCK PARTS PROFESSIONALS	
Registration Number:	2473093	WE ARE HEAVY DUTY	
Registration Number:	2371324	TRUCKPRO	
Registration Number:	2423086	ARMADA	
Registration Number:	2428210	ARMADA	
Registration Number:	2375419	T TRUCK PRO	
Registration Number:	2381982	LIGHTRUCK QUALITY PRODUCTS	
Registration Number:	2222113	TRUCKPRO	
Registration Number:	2059105	ARMADA	
Registration Number:	1177827	TRUCKRAFT	
Registration Number:	1071956	TRUCKPRO HEAVY DUTY PROFESSIONALS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	01/25/2018

Total Attachments: 4

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER OR THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JANUARY 24, 2018 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN MADISON CAPITAL FUNDING LLC., AS THE FIRST LIEN AGENT, AND U.S. BANK NATIONAL ASSOCIATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY SECURITY INSTRUMENT WITH RESPECT TO THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

GRANT OF A SECURITY INTEREST -TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 24, 2018, by TruckPro, LLC, a Delaware limited liability company ("Grantor"), in favor of U.S. Bank National Association, in its capacity as the Collateral Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into an Second Lien Pledge and Security Agreement, dated January 24, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee

and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles that would result in the application of the laws of a different jurisdiction.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

TRUCKPRO LLC

By: 

Name: Steven J. Martin

Title: Chief Financial Officer

[Signature Page to 2L Trade Security Agreement]

TRADEMARK
REEL: 006257 FRAME: 0120

SCHEDULE A TO GRANT OF A SECURITY INTEREST--TRADEMARKS

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	SERVUS	85663945	6/28/2012	4419540	10/15/2013	TRUCKPRO, LLC
2.	COMPETITIVE PRICED PRODUCTS	85014732	4/15/2010	4123815	4/10/2012	TRUCKPRO, LLC
3.	AMERICA'S TRUCK PARTS PROFESSIONALS	77332840	11/19/2007	3589823	3/17/2009	TRUCKPRO, LLC
4.	AMERICA'S TRUCK PARTS PROFESSIONALS	77086588	1/19/2007	3497694	9/9/2008	TRUCKPRO, LLC
5.	WE ARE HEAVY DUTY	75882441	12/29/1999	2473093	7/31/2001	TRUCKPRO, LLC
6.	TRUCKPRO	75819907	10/12/1999	2371324	7/25/2000	TRUCKPRO, LLC
7.	ARMADA	75819908	10/12/1999	2423086	1/23/2001	TRUCKPRO, LLC
8.	ARMADA	75819909	10/12/1999	2428210	2/13/2001	TRUCKPRO, LLC
9.	T TRUCK PRO	75819910	10/12/1999	2375419	8/8/2000	TRUCKPRO, LLC
10.	LIGHTRUCK QUALITY PRODUCTS	75702244	5/10/1999	2381982	8/29/2000	TRUCKPRO, LLC
11.	TRUCKPRO	75099993	5/7/1996	2222113	2/9/1999	TRUCKPRO, LLC
12.	ARMADA	75088731	2/13/1996	2059105	5/6/1997	TRUCKPRO, LLC
13.	TRUCKRAFT	73168172	4/27/1978	1177827	11/17/1981	TRUCKPRO, LLC
14.	TRUCKPRO HEAVY DUTY PROFESSIONALS	73098076	8/27/1976	1071956	8/23/1977	TRUCKPRO, LLC