

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auto-Vehicle Parts LLC		01/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation		
Street Address:	1603 ORRINGTON AVENUE, SUITE 1005		
City:	EVANSTON		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0834237	AU-VE-CO	
Registration Number:	3388008	AU-VE-CO	
CORRESPONDENCE DATA			
Fax Number:	7043784000		
<i>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.</i>			
Phone:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon St., Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	02/05/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 3rd day of January, 2018, by AUTO-VEHICLE PARTS LLC, a Delaware limited liability company (“Grantor”), in favor of Fidus Investment Corporation, a Maryland corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Senior Subordinated Credit Agreement dated as of January 3, 2018 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of January 3, 2018, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

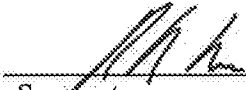
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AUTO-VEHICLE PARTS LLC

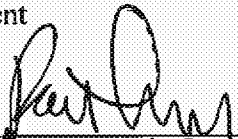
By: 
Its: Secretary

Patricia M. ...

[Signature Page to Trademark Security Agreement (Auto-Vehicle Parts LLC)]

Agreed and Accepted
As of the Date First Written Above

FIDUS INVESTMENT CORPORATION,
as Agent

By 
Its Authorized Signer

[Signature Page to Trademark Security Agreement (Auto-Vehicle Parts LLC)]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
AU-VE-CO - US (IC 6)	#834,237	08/29/1967
AU-VE-CO- US (IC 2, 12, 17, 20)	#3,388,008	02/26/2008
FASTRACK (Kentucky State Registration)	#016930	04/23/2008

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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