

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM469949

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                             |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                            | <b>Execution Date</b> | <b>Entity Type</b>    |
| PARTSSOURCE, INC.   |  | 04/05/2018            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | MADISON CAPITAL FUNDING, LLC, AS AGENT     |                       |                       |
| <b>Street Address:</b>  | 30 SOUTH WACKER DRIVE                      |                       |                       |
| <b>Internal Address:</b>  | SUITE 3700                                 |                       |                       |
| <b>City:</b>  | CHICAGO                                    |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                                   |                       |                       |
| <b>Postal Code:</b>   | 60606                                      |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE        |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                              | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 87626604                                   | OEMDIRECT             |                       |
| <b>Serial Number:</b>   | 87708122                                   | EPARTSFINDER          |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 7037125050                                 |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 7037125000                                 |                       |                       |
| <b>Email:</b>   | twassing@mcguirewoods.com                  |                       |                       |
| <b>Correspondent Name:</b>  | McGuireWoods LLP                           |                       |                       |
| <b>Address Line 1:</b>  | 1750 Tysons Boulevard                      |                       |                       |
| <b>Address Line 2:</b>  | Suite 1800                                 |                       |                       |
| <b>Address Line 4:</b>  | Tysons, VIRGINIA 22102                     |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Tara Wassing                               |                       |                       |
| <b>SIGNATURE:</b>   | /Tara Wassing/                             |                       |                       |
| <b>DATE SIGNED:</b>   | 04/16/2018                                 |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
| source=Madison_PartSource - Supplement to Trademark Security Agreement EXECUTED#page1.tif   |  |                       |                       |
| source=Madison_PartSource - Supplement to Trademark Security Agreement EXECUTED#page2.tif   |  |                       |                       |
| source=Madison_PartSource - Supplement to Trademark Security Agreement EXECUTED#page3.tif   |  |                       |                       |

OP \$65.00 87626604



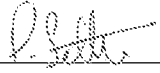
**SUPPLEMENT TO  
TRADEMARK SECURITY AGREEMENT**

This Supplement to Trademark Security Agreement, dated as of April 5, 2018, is intended to supplement the Trademark Security Agreement, dated May 22, 2017, and recorded with the United States Patent and Trademark Office at Reel/Frame 6074/0149 on June 1, 2017, made by the Grantor signatory thereto in favor of Madison Capital Funding, LLC, as Agent (the “Trademark Security Agreement”). All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Trademark Security Agreement. The undersigned Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and the Lenders, a Lien upon all of such Grantor’s right, title and interest in, to and under the Trademark Collateral of such Grantor, including, without limitation, the Trademarks listed on Schedule 1 of this Supplement to Trademark Security Agreement, subject to the terms and conditions of the Trademark Security Agreement. The undersigned Grantor further agrees that this Supplement to Trademark Security Agreement may be attached to the Trademark Security Agreement, and that the Trademarks listed on Schedule 1 of this Supplement to Trademark Security Agreement shall be and become a part of the Trademark Collateral referred to in said Trademark Security Agreement and shall secure all Secured Obligations referred to in said Trademark Security Agreement on the terms and conditions of the Trademark Security Agreement.

*[Remainder of page intentionally left blank; signatures to follow]*

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

**PARTSSOURCE, INC.**, as Grantor

By: 

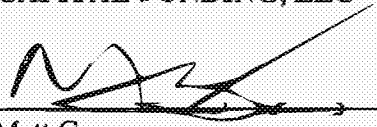
Name: Philip Settimi

Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**MADISON CAPITAL FUNDING, LLC**  
as Agent

By: \_\_\_\_\_

  
Name: Matt Graves  
Title: Director

PARTSSOURCE, INC.  
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

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**TRADEMARK**  
**REEL: 006364 FRAME: 0271**

**Schedule 1**  
**to**  
**Supplement to Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

| <b>Grantor</b>    | <b>Trademark<br/>Number</b> | <b>Trademark<br/>Application<br/>Number</b> | <b>Date of<br/>Application</b> | <b>Date of<br/>Registration</b> |
|-------------------|-----------------------------|---|--------------------------------|---------------------------------|
| PartsSource, Inc. | -                           | 87626604                                    | 9/28/2017                      | -                               |
| PartsSource, Inc. | -                           | 87708122                                    | 12/5/2017                      | -                               |