

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dayton Parts, LLC		07/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5241260	MIDLINE	
Serial Number:	88019338	TRUEFIT EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0309		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	07/31/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2018, is made by Dayton Parts, LLC (the "Grantor"), in favor of Antares Capital LP, a Delaware limited partnership (as successor-in-interest to General Electric Capital Corporation), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated as of October 18, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties from time to time party thereto, the Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of May 4, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

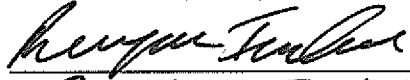
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

DAYTON PARTS, LLC, as Grantor

By: 

Name: BENJAMIN FISCHER

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006398 FRAME: 0558

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: Joshua Becker
Name: Joshua Becker
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations & Applications

<u>Credit Party</u>	<u>Jurisdiction</u>	<u>Trademarks</u>	<u>Filing Date or Registration Date</u>	<u>Application or Registration No.</u>
Dayton Parts, LLC	US	MIDLINE	July 11, 2017	5241260
Dayton Parts, LLC	US	TRUEFIT EXPRESS	June 28, 2018	88019338 (Application No.)