

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Association of Automotive Aftermarket Distributors, Inc.		07/10/2018	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Automotive Distribution Network, LLC
Street Address:	3085 Fountainside Drive
City:	Germantown
State/Country:	TENNESSEE
Postal Code:	38138
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1589473	AMERICA'S FAMILY OF AUTO PARTS STORES
Registration Number:	2813288	COLLISION PRO
Registration Number:	2742462	COLLISION PRO
Registration Number:	2729514	COLLISION PRO
Registration Number:	2753433	COLLISION PRO
Registration Number:	2466530	COMFORT TEMP
Registration Number:	2387827	FEET ON THE STREET
Registration Number:	2381625	FEET ON THE STREET
Registration Number:	2059316	NOT JUST PARTS...PARTS PLUS
Registration Number:	1760493	P
Registration Number:	1607902	PARTS PLUS
Registration Number:	1759510	PARTS PLUS
Registration Number:	1760936	PARTS PLUS
Registration Number:	1151983	PARTS PLUS
Registration Number:	2061286	PARTS PLUS AUTOSTORE
Registration Number:	1928141	PARTS PLUS CAR CARE CENTER
Registration Number:	2524701	PARTS PLUS UNIVERSITY
Registration Number:	2524702	PARTS PLUS UNIVERSITY
Registration Number:	1523825	PRO-CHECK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1481013	REPAIR AMERICA
Registration Number:	1596805	TECHNI-CALL
Registration Number:	1290607	TRUST

CORRESPONDENCE DATA

Fax Number: 3128278185
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: 312-781-6013
Email: chicago.trademarks@klgates.com, valerie.swanson@klgates.com, sana.hakim@klgates.com, kate.starshak@klgates.com

Correspondent Name: Kathryn Starshak c/o K&L Gates LLP
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	3719316-1
NAME OF SUBMITTER:	Kathryn Starshak
SIGNATURE:	/kathryn starshak/
DATE SIGNED:	07/31/2018

Total Attachments: 6
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THIS SENIOR SECURED PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NO SALE OR DISPOSITION MAY BE EFFECTED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER SAID ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION.

ASSOCIATION OF AUTOMOTIVE AFTERMARKET DISTRIBUTORS

SENIOR SECURED PROMISSORY NOTE

\$100,000.00

[7-10], 2018

For value received, the undersigned, Association of Automotive Aftermarket Distributors, an Illinois corporation (the "*Company*"), promises to pay to the order of Automotive Distribution Network LLC, a limited liability company formed under the laws of the State of Delaware ("*ADN*"), or one of its assigns ("*Holder*") the principal sum of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00) (the "*Principal Amount*"), together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below.

1. **Repayment.** The Company shall repay the outstanding principal of this Note along with any interest, prepayment premium or other amounts due and owing on the Maturity Date. All payments shall be applied first to interest, and thereafter to principal.

2. **Interest Rate.** Interest shall accrue on the unpaid outstanding balance of the Principal Amount, from (and including) the date hereof, to (but excluding) the Maturity Date at five percent (5%) per annum (the "*Interest Rate*"), compounded quarterly. Any accrued and unpaid interest ("*PIK Interest*") shall not be paid in cash and shall be added to the Principal Amount on June 30, September 30, December 31 and March 31 of each year while any amounts are still outstanding hereunder, and shall thereafter be considered as principal for all purposes. Interest shall be computed on the basis of a year of 365 days and charged for the actual days elapsed during the period for which interest accrues. In the event that any interest rate(s) provided for in this Section 2 or otherwise in this Note shall be determined to exceed any limitation on interest under applicable law, such interest rate(s) shall be computed at the highest rate permitted by applicable law. Any payment by the Company of any interest amount in excess of that permitted by law shall be considered a mistake, with the excess being applied to the principal amount of the Note without prepayment premium or penalty; if no such principal amount is outstanding, such excess shall be returned to the Company.

3. **Security.**

(i) As security for the payment or performance, as the case may be, of all obligations under this Note, the Company hereby assigns and pledges to the Holder, its successors and assigns, and, to the extent permitted under applicable law, hereby grants to the

Holder a lien on and security interest in any and all assets of the Company, whether now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (the "*Collateral*"):

- (1) all Accounts;
- (2) all Chattel Paper;
- (3) all Documents;
- (4) all Equipment;
- (5) all General Intangibles;
- (6) all Goods;
- (7) all Instruments;
- (8) all Inventory;
- (9) all Investment Property;
- (10) all books and records pertaining to the Collateral;
- (11) all Fixtures;
- (12) all Letter of Credit and Letter-of-Credit Rights;
- (13) all Intellectual Property (including, without limitation, all United States, Canadian and Mexican registered trademarks);
- (14) all Commercial Tort Claims; and
- (15) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any person with respect to any of the foregoing.

The following terms when used in this Note shall have the meanings assigned to them in Article 9 of the Uniform Commercial Code as in effect from time to time: "*Accounts*", "*Chattel Paper*", "*Documents*", "*Equipment*", "*General Intangibles*", "*Goods*", "*Instruments*", "*Inventory*", "*Investment Property*", "*Fixtures*", "*Letter of Credit*", "*Letter-of-Credit Rights*", "*Intellectual Property*", "*Commercial Tort Claim*", "*Supporting Obligations*" and "*Proceeds*".

(ii) The Company hereby irrevocably authorizes the Holder at any time and from time to time to file in any relevant jurisdiction any initial financing statements or other filings necessary or desirable, as determined by the Holder in its sole discretion, in order to perfect the liens and security interests granted pursuant to Section 3(i). The Company hereby agrees to provide any documents and information necessary to carry out the foregoing, promptly following reasonable request by the Holder.

(iii) The Company represents and warrants to the Holder that:

- (1) The Company has good and valid rights and title to the Collateral with respect to which it has purported to grant a lien on or security interest in such Collateral and to execute, deliver and perform its

obligations in accordance with the terms hereof, without the consent or approval of any other person other than any consent or approval that has already been obtained.

- (2) The Collateral is owned by the Company free and clear of any liens, encumbrances or security interests of any kind or nature, except as previously disclosed to the Holder in writing.

4. **Maturity.** The entire outstanding principal balance and all unpaid accrued interest shall become fully due and payable after the second anniversary of the date hereof on demand by the Holders (the date of such demand, the "**Maturity Date**").

5. **Prepayment.** The Company may prepay this Note at any time.

6. **Use of Proceeds.** The Company shall use the proceeds of this Note solely to pay the fees, costs and expenses incurred (i) in connection with the negotiation, implementation and enforcement of this Note, and (ii) in connection with ongoing litigation in which the Company is a party.

7. **Default.** If there shall be any Event of Default hereunder, at the option and upon the declaration of the Holder and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under Section 7(d), in which case, automatically and without any further action by any party), this Note shall accelerate and all principal and unpaid accrued interest shall become immediately due and payable. The occurrence of any one or more of the following shall constitute an "**Event of Default**":

(a) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(b) The Company shall violate Section 6 of this Note;

(c) The Company shall materially default in its performance of any covenant under this Note to the extent not otherwise specifically addressed in this Section 7 after written notice and a five (5) day opportunity to cure any curable default;

(d) A proceeding is commenced by or against the Company or any guarantor under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(e) Any guarantor or secondary obligor with respect to this Note shall default in any of its obligations as a guarantor of or obligor on this Notes;

(f) The Company shall incur any indebtedness secured by liens on any of the Company's assets without the Holder's prior written consent; or

(g) The Company shall materially breach any of its representations and warranties under this Note.

8. **Waiver.** The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

9. **Governing Law.** This Note shall be governed by and construed under the laws of the State of Tennessee (without giving effect to principles of conflicts of law). Any legal action or proceeding with respect to this Note shall be brought exclusively in the courts of the State of Tennessee located in the City of Memphis, Tennessee, or federal courts sitting in the Western District of Tennessee and, by execution and delivery of this Note, the Company and Holder each hereby accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Note shall limit the Holder's right to commence any proceeding in the federal or state courts of any other jurisdiction to the extent that the Holder determines that such action is necessary or appropriate to exercise its rights or remedies under this Note. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

10. **Modification; Waiver.** Any provision of this Note may be amended, waived or modified only upon the written consent of each party hereto.

11. **Assignment.** This Note may be transferred by the Holder only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form reasonably satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and unpaid accrued interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal. The Company may not assign any of its rights or obligations hereunder without the prior written consent of the Holder.

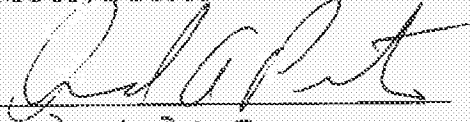
13. **Expenses.** The Company shall pay all fees and expenses of the Holder (including, without limitation, all fees, charges and disbursements of counsel to the Holder) in connection with (a) any enforcement, administration, amendment, supplement, modification or waiver of or to any provision of this Note or any documents relating hereto, (b) consent to any departure from the terms of any provision of this Note, and (c) the negotiation, documentation and implementation of this Note.

[Signature Pages Follow]

ACCEPTED AND AGREED

HOLDER:

AUTOMOTIVE DISTRIBUTION NETWORK LLC


By: 
Name: DAVID PRATER
Title: President

[Senior Secured Promissory Note]

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COMPANY

ASSOCIATION OF AUTOMOTIVE
AFTERMARKET DISTRIBUTORS

By: 
Name: ROBERT JOHNSON
Title: VP + GENERAL COUNSEL

{Senior Secured Promissory Note}

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