

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492942

|                                   |   |                                       |                            |
|-----------------------------------|---|---------------------------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                              |                                       |                            |
| <b>NATURE OF CONVEYANCE:</b>      | TRADEMARK SECURITY AGREEMENT                |                                       |                            |
| <b>CONVEYING PARTY DATA</b>       |   |                                       |                            |
| <b>Name</b>                       | <b>Formerly</b>                             | <b>Execution Date</b>                 | <b>Entity Type</b>         |
| Cardone Industries, Inc.          |   | 09/30/2018                            | Corporation:               |
| Smart Choice, LLC                 |   | 09/30/2018                            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>       |   |                                       |                            |
| <b>Name:</b>                      | Citizens Bank of Pennsylvania               |                                       |                            |
| <b>Street Address:</b>            | 2 Mellon Bank Center                        |                                       |                            |
| <b>City:</b>                      | Pittsburgh                                  |                                       |                            |
| <b>State/Country:</b>             | PENNSYLVANIA                                |                                       |                            |
| <b>Postal Code:</b>               | 15259                                       |                                       |                            |
| <b>Entity Type:</b>               | National Banking Association: UNITED STATES |                                       |                            |
| <b>PROPERTY NUMBERS Total: 42</b> |   |                                       |                            |
| <b>Property Type</b>              | <b>Number</b>                               | <b>Word Mark</b>                      |                            |
| <b>Serial Number:</b>             | 87075481                                    | CARDONE.COM                           |                            |
| <b>Serial Number:</b>             | 86438135                                    | ULTRA C                               |                            |
| <b>Serial Number:</b>             | 86438118                                    | CARDONE ULTRA                         |                            |
| <b>Serial Number:</b>             | 86415695                                    | CARDONE SERVICE PLUS                  |                            |
| <b>Serial Number:</b>             | 86348549                                    | CARDONE ENGINEERED FOR SUSTAINABILITY |                            |
| <b>Serial Number:</b>             | 85613418                                    | MAGNA-PURE                            |                            |
| <b>Serial Number:</b>             | 85429003                                    | OEM ORIGINAL EQUIPMENT REMANUFACTURED |                            |
| <b>Serial Number:</b>             | 85281207                                    | 3F FLUID/ FLUSH/ FILTER               |                            |
| <b>Serial Number:</b>             | 85039037                                    | MAGNA-PURE                            |                            |
| <b>Serial Number:</b>             | 78566466                                    | CARDONE SELECT                        |                            |
| <b>Serial Number:</b>             | 77977394                                    | MAG-FLOW                              |                            |
| <b>Serial Number:</b>             | 77976745                                    | MAG-FLOW                              |                            |
| <b>Serial Number:</b>             | 77266377                                    | CARDONE                               |                            |
| <b>Serial Number:</b>             | 77460273                                    | C                                     |                            |
| <b>Serial Number:</b>             | 74293853                                    | PRO TECH                              |                            |
| <b>Serial Number:</b>             | 77328988                                    | QUALITY. BEYOND A SHADOW OF A DOUBT.  |                            |
| <b>Serial Number:</b>             | 77328975                                    | TOTAL ECLIPSE                         |                            |
| <b>Serial Number:</b>             | 77328962                                    | TOTAL ECLIPSE                         |                            |

CH \$1065.00 87075481

| Property Type  | Number   | Word Mark                      |
|----------------|----------|--------------------------------|
| Serial Number: | 77264921 | S3 SUPERIOR STEERING SOLUTIONS |
| Serial Number: | 77263593 | S3 SUPERIOR STEERING SOLUTIONS |
| Serial Number: | 76588903 | CARDONE SELECT                 |
| Serial Number: | 76574224 | CARDONE SELECT                 |
| Serial Number: | 76572749 | A1 CARDONE                     |
| Serial Number: | 76385394 | FRICITION CHOICE               |
| Serial Number: | 76599472 | CARDONE WEBCAT                 |
| Serial Number: | 75469515 | REMAN.IT'S WHAT WE DO.         |
| Serial Number: | 74724320 | CARDONE                        |
| Serial Number: | 74724319 | A1                             |
| Serial Number: | 73327283 | A1                             |
| Serial Number: | 86174321 | ASCENSION PARTS                |
| Serial Number: | 85235678 | ASCENSION                      |
| Serial Number: | 85268136 | ASCENSION PREMIUM IMPACT PARTS |
| Serial Number: | 88088400 | FEROCE PERFORMANCE             |
| Serial Number: | 87608134 | CARDONE WE BUILD IT BETTER     |
| Serial Number: | 87900280 | TOTAL ECLIPSE                  |
| Serial Number: | 87549401 | CARDONE                        |
| Serial Number: | 87550796 | CARDONE                        |
| Serial Number: | 87910245 | FEROCE PERFORMANCE             |
| Serial Number: | 87795658 | ROTOMASTER ECO TURBO SYSTEMS   |
| Serial Number: | 87795649 | ROTOMASTER ECO TURBO           |
| Serial Number: | 87795643 | CARDONE ECO TURBO SYSTEMS      |
| Serial Number: | 87795633 | CARDONE ECO TURBO              |

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Jose Jaime  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** New York, NEW YORK 10166

|                                |                             |
|--------------------------------|-----------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 85452.21                    |
| <b>NAME OF SUBMITTER:</b>      | Jose Jaime                  |
| <b>SIGNATURE:</b>              | /Jose Jaime by trademarkny/ |
| <b>DATE SIGNED:</b>            | 10/05/2018                  |

**Total Attachments: 20**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of September 30, 2018 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Citizens Bank of Pennsylvania (“Citizens”), as Administrative Agent and Collateral Agent for the benefit of the Lenders (in such capacities, together with its successors and permitted assigns, the “Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan and Security Agreement dated as of September 30, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among CARDONE INDUSTRIES, INC., a Pennsylvania corporation, (“Cardone”), MCR INTERNATIONAL, INC., a Delaware corporation (“MCR”), SMART CHOICE, LLC, a Delaware limited liability company (“Smart Choice”), REMAN MANAGEMENT INTERNATIONAL LLC, a Pennsylvania limited liability company (“Reman”), TRIDONEX USA LLC, a Delaware limited liability company (“Tridonex”) and GLOBAL REMAN. VENTURES, LLC, a Delaware limited liability company (“Global” and, together with Cardone, MCR, Smart Choice, Reman, Tridonex and any Additional Borrower that joins as a U.S. Borrower, each a “U.S. Borrower” and collectively, the “U.S. Borrowers”), 1137602 B.C. UNLIMITED LIABILITY COMPANY, an unlimited liability company organized under the laws of the province of British Columbia, Canada (“BC Unlimited”), CARDONE INDUSTRIES ULC, an unlimited liability company organized under the laws of the province of Nova Scotia, Canada, (“Cardone ULC” and together with BC Unlimited and any Additional Borrower that joins as a Canadian Borrower, each a “Canadian Borrower” and collectively, the “Canadian Borrowers”; the Canadian Borrowers and the U.S. Borrowers, each individually a “Borrower” and collectively, the “Borrowers”), the other Loan Parties party thereto, the Lenders from time to time party thereto and Citizens, individually as Lender, as Administrative Agent and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce Citizens to act in its respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act) and the Canadian Intellectual Property Office (except for any proposed-use trademark applications until submission and acceptance by the Canadian Intellectual Property Office of an amendment to allege use pursuant to applicable federal law), and all renewals thereof, including those listed on Schedule 1 (the "Trademarks");

(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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" or proposed-use basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office or an amendment to allege use is submitted to and accepted by the Canadian Intellectual Property Office, as applicable).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Lenders pursuant to the Loan Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and intellectual property licenses 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 VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

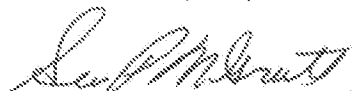
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 13.15.2 OF THE LOAN AGREEMENT (“CONSENT TO JURISDICTION, FORUM AND SERVICE OF PROCESS”) AND SECTION 13.16 OF THE LOAN AGREEMENT (“WAIVERS BY THE LOAN PARTIES”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 13.3, 13.4, 13.5, 13.7, 13.8 and 13.12 of the Loan Agreement (“Amendments and Waivers”; “Severability”; “Rights of Sale; Assignment; Participations”; “Execution in Counterparts”; “Notices and Communications”; “Entire Agreement”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

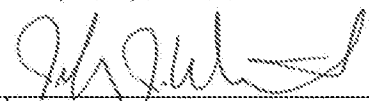
[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Cardone Industries, Inc., as Grantor

By   
Name: Sean P. McGrath  
Title: CFO

Smart Choice, LLC, as Grantor

By   
Name: Jeffrey Wawrzyniak  
Title: Secretary


SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

A. UNITED STATES



1. REGISTERED TRADEMARKS

|    | U.S. Serial Number | Reg. Number                          | Filing Date / Registration Date | Mark  | Owner of Record             |
|----|--------------------|--------------------------------------|---------------------------------|---|-----------------------------|
| 1. | 87075481           | International<br>Reg. No.<br>1335293 | 06-17-2016                      | CARDONE.COM   | Cardone Industries,<br>Inc. |
| 2. | 86438135           | 4842705                              | 10-29-2014 /<br>10-27-2015      | (ULTRA C)<br><br><b>ULTRA</b>  | Cardone Industries,<br>Inc. |
| 3. | 86438118           | 4864359                              | 10-29-2014 /<br>12-01-2015      | CARDONE ULTRA   | Cardone Industries,<br>Inc. |
| 4. | 86415695           | 4712636                              | 10-06-2014 /<br>03-31-2015      | (CARDONE SERVICE PLUS)  | Cardone Industries,<br>Inc. |




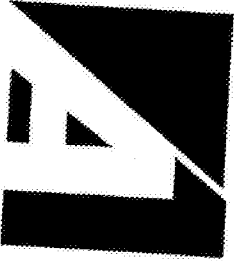

| U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark                       | Owner of Record   |                          |
|--------------------|-------------|---------------------------------|----------------------------|---|--------------------------|
| 5.                 | 86348549    | 4886587                         | 07-25-2014 /<br>01-12-2016 |  <p>CARDONE ENGINEERED FOR SUSTAINABILITY</p> | Cardone Industries, Inc. |
| 6.                 | 85613418    | 4267746                         | 05-01-2012 /<br>01-01-2013 |  <p>(MAGNA-PURE)</p>                           | Cardone Industries, Inc. |
| 7.                 | 85429003    | 4146199                         | 09-22-2011 /<br>05-22-2012 |  <p>(OEM ORIGINAL EQUIPMENT REMANUFACTURED)</p> | Cardone Industries, Inc. |

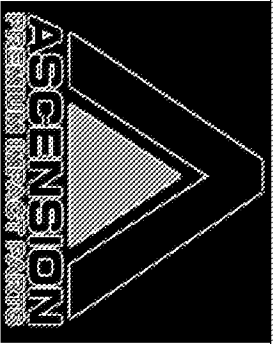
|     | U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark   | Owner of Record          |
|-----|--------------------|-------------|---------------------------------|--|--------------------------|
| 8.  | 85281207           | 4059415     | 03-30-2011 /<br>11-22-2011      | (3F FLUID/ FLUSH/ FILTER)<br> | Cardone Industries, Inc. |
| 9.  | 85039037           | 3900016     | 05-14-2010 /<br>01-04-2011      | MAGNA-PURE   | Cardone Industries, Inc. |
| 10. | 78566466           | 3245426     | 02-14-2005 /<br>05-22-2007      | (CARDONE SELECT)<br>           | Cardone Industries, Inc. |
| 11. | 77977394           | 3661977     | 08-27-2007 /<br>07-28-2009      | (MAG-FLOW)<br>                 | Cardone Industries, Inc. |
| 12. | 77976745           | 3659298     | 08-24-2007 /<br>07-21-2009      | MAG-FLOW   | Cardone Industries, Inc. |
| 13. | 77266377           | 3444324     | 08-28-2007 /                    | (CARDONE)  | Cardone Industries, Inc. |

| U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark   | Owner of Record   |
|--------------------|-------------|---------------------------------|--|---|
|                    |             | 06-10-2008                      |  |   |
| 14.                | 77460273    | 3716185                         | 04-29-2008 /<br>11-24-2009   | (C)<br>Cardone Industries,<br>Inc.                                  |
|                    |             |                                 |    |   |
| 15.                | 74293853    | 1812087                         | 07-13-1992 /<br>12-21-1993   | PRO TECH<br>Cardone Industries,<br>Inc.                             |
| 16.                | 77328988    | 3683755                         | 11-14-2007 /<br>09-15-2009   | QUALITY. BEYOND A SHADOW OF A DOUBT.<br>Cardone Industries,<br>Inc. |
| 17.                | 77328975    | 3680534                         | 11-14-2007 /<br>09-08-2009   | (TOTAL ECLIPSE)<br>Cardone Industries,<br>Inc.                      |




|     | U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark   | Owner of Record          |
|-----|--------------------|-------------|---------------------------------|--|--------------------------|
| 18. | 77328962           | 3680533     | 11-14-2007 / 09-08-2009         |  | Cardone Industries, Inc. |
| 19. | 77264921           | 3758048     | 08-27-2007 / 03-09-2010         |    | Cardone Industries, Inc. |
| 20. | 77263593           | 3758046     | 08-24-2007 / 03-09-2010         | S3 SUPERIOR STEERING SOLUTIONS   | Cardone Industries, Inc. |
| 21. | 76588903           | 3230206     | 04-27-2004 / 04-17-2007         | CARDONE SELECT   | Cardone Industries, Inc. |
| 22. | 76574224           | 2986974     | 02-05-2004 / 08-23-2005         |   | Cardone Industries, Inc. |




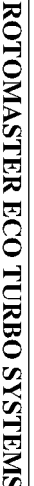
| U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark  | Owner of Record                                       |
|--------------------|-------------|---------------------------------|---|---|
| 23.                | 76572749    | 2928599                         | 01-29-2004 /<br>03-01-2005  | (A1 CARDONE)<br>Cardone Industries,<br>Inc.           |
|                    |             |                                 |  |   |
| 24.                | 76385394    | 2860828                         | 03-21-2002 /<br>07-06-2004  | FRICITION CHOICE<br>Cardone Industries,<br>Inc.       |
| 25.                | 76599472    | 3233923                         | 06-28-2004 /<br>04-24-2007  | CARDONE WEBCAT<br>Cardone Industries,<br>Inc.         |
| 26.                | 75469515    | 2330881                         | 04-17-1998 /<br>03-21-2000  | REMAN.IT'S WHAT WE DO.<br>Cardone Industries,<br>Inc. |
| 27.                | 74724320    | 2076817                         | 08-28-1995 /<br>07-08-1997  | CARDONE<br>Cardone Industries,<br>Inc.                |
| 28.                | 74724319    | 2080671                         | 08-28-1995 /<br>07-22-1997  | A1<br>Cardone Industries,<br>Inc.                     |
| 29.                | 73327283    | 1226585                         | 09-08-1981 /<br>02-08-1983  | (A1)<br>Cardone Industries,<br>Inc.                   |

| U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark  | Owner of Record   |
|--------------------|-------------|---------------------------------|---|-------------------|
| 30.                | 86174321    | 4748960                         |  | Smart Choice, LLC |
| 31.                | 85235678    | 4116122                         |     | Smart Choice, LLC |
| 32.                | 85268136    | 4176607                         | (ASCENSION PREMIUM IMPACT PARTS)  | Smart Choice, LLC |

| U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark   | Owner of Record |
|--------------------|-------------|---------------------------------|--|-----------------|
|                    |             |                                 |  |                 |

2. TRADEMARK APPLICATIONS

| U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark   | Owner of Record                            |
|--------------------|-------------|---------------------------------|--|--|
| 1. 88088400        |             | 08/22/2018                      | (FEROCE PERFORMANCE)<br>         | Cardone Industries, Inc.<br><b>1B MARK</b> |
| 2. 87608134        |             | 9-14-2017                       | (CARDONE WE BUILD IT BETTER)<br> | Cardone Industries, Inc.<br><b>1B MARK</b> |
| 3. 87900280        |             | 4-30-2018                       | (TOTAL ECLIPSE)<br>              | Cardone Industries, Inc.                   |

| U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark   | Owner of Record                     |
|--------------------|-------------|---------------------------------|--|-------------------------------------|
| 87549401           |             | 8-1-2017                        |              | IB MARK<br>Cardone Industries, Inc. |
| 87550796           |             | 8-1-2017                        | <br>(CARDONE) | IB MARK<br>Cardone Industries, Inc. |
| 87910245           |             | 5-7-2018                        |                | IB MARK<br>Cardone Industries, Inc. |
| 87795658           |             | 2-13-2018                       |                | IB MARK<br>Cardone Industries, Inc. |

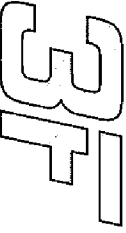
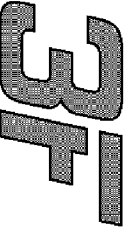

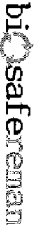





| U.S. Serial Number | Reg. Number | Filing Date / Registration Date | Mark                             | Owner of Record                            |
|--------------------|-------------|---------------------------------|----------------------------------|--|
| 8. 87795649        |             | 2-13-2018                       | <b>ROTO MASTER ECO TURBO</b>     | Cardone Industries, Inc.                   |
| 9. 87795643        |             | 2-13-2018                       | <b>CARDONE ECO TURBO SYSTEMS</b> | Cardone Industries, Inc.<br><b>1B MARK</b> |
| 10. 87795633       |             | 2-13-2018                       | <b>CARDONE ECO TURBO</b>         | Cardone Industries, Inc.<br><b>1B MARK</b> |




**B. CANADA**



**1. REGISTERED TRADEMARKS**


| No. | Trademark                      | Status   | Owner of Record          |
|-----|--------------------------------|--|--------------------------|
| 1.  | 3F FLUID/FLUSH/FILTER          | Registered<br>App 1527835<br>App 13-MAY-2011<br>Reg TMA841896<br>Reg 31-JAN-2013 | Cardone Industries, Inc. |
| 2.  | 3F FLUID/FLUSH/FILTER & DESIGN | Registered<br>App 1527837<br>App 13-MAY-2011<br>Reg TMA849650                    | Cardone Industries, Inc. |

| No. | Trademark   | Status   | Owner of Record          |
|-----|---|--|--------------------------|
|     | <br>FLUID/FLUSH/FILTER                                   | Reg 29-APR-2013  |                          |
| 3.  | 3F FLUID/FLUSH/FILTER & DESIGN<br><br>FLUID/FLUSH/FILTER | Registered<br>App 1513283<br>App 31-JAN-2011<br>Reg TMA838759<br>Reg 19-DEC-2012 | Cardone Industries, Inc. |
| 4.  | A1 CARDONE & Design<br>                                    | Registered<br>App 1257938<br>App 17-MAY-2005<br>Reg TMA689775<br>Reg 14-JUN-2007 | Cardone Industries, Inc. |
| 5.  | BIOSAFEREMAN  | Registered<br>App 1419316<br>App 24-NOV-2008<br>Reg TMA792302<br>Reg 08-MAR-2011 | Cardone Industries, Inc. |
| 6.  | BIOSAFEREMAN & DESIGN<br>                                  | Registered<br>App 1419313<br>App 24-NOV-2008<br>Reg TMA792171<br>Reg 04-MAR-2011 | Cardone Industries, Inc. |
| 7.  | C & DESIGN  | Registered<br>App 1405639<br>App 31-JUL-2008<br>Reg TMA769084                    | Cardone Industries, Inc. |

| No. | Trademark   | Status   | Owner of Record          |
|-----|---|--|--------------------------|
|     |                    | Reg 08-JUN-2010  |                          |
| 8.  | C TEC & DESIGN<br>  | Registered<br>App 1405638<br>App 31-JUL-2008<br>Reg TMA803798<br>Reg 05-AUG-2011 | Cardone Industries, Inc. |
| 9.  | CARDONE   | Registered<br>App 1257941<br>App 17-MAY-2005<br>Reg TMA689397<br>Reg 08-JUN-2007 | Cardone Industries, Inc. |
| 10. | CARDONE & DESIGN<br> | Registered<br>App 1384780<br>App 25-FEB-2008<br>Reg TMA743116<br>Reg 08-JUL-2009 | Cardone Industries, Inc. |
| 11. | CARDONE SERVICE PLUS  | Registered<br>App 1721780<br>App 31-MAR-2015<br>Reg TMA937470<br>Reg 11-MAY-2016 | Cardone Industries, Inc. |




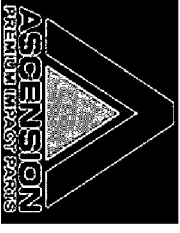
| No. | Trademark  | Status   | Owner of Record          |
|-----|--|--|--------------------------|
| 12. | CARDONE SERVICE PLUS & DESIGN<br> | Registered<br>App 1721781<br>App 31-MAR-2015<br>Reg TMA966969<br>Reg 29-MAR-2017 | Cardone Industries, Inc. |
| 13. | CARDONE ULTRA  | Registered<br>App 1717853<br>App 04-MAR-2015<br>Reg TMA939892<br>Reg 06-JUN-2016 | Cardone Industries, Inc. |
| 14. | ECLIPSE  | Registered<br>App 1372373<br>App 16-NOV-2007<br>Reg TMA810895<br>Reg 02-NOV-2011 | Cardone Industries, Inc. |
| 15. | ECLIPSE & DESIGN<br>                | Registered<br>App 1372376<br>App 16-NOV-2007<br>Reg TMA810898<br>Reg 02-NOV-2011 | Cardone Industries, Inc. |
| 16. | MAG-FLOW   | Registered<br>App 1361577<br>App 29-AUG-2007<br>Reg TMA803692<br>Reg 05-AUG-2011 | Cardone Industries, Inc. |
| 17. | MAG-FLOW DESIGN<br>                 | Registered<br>App 1361578<br>App 29-AUG-2007                                     | Cardone Industries, Inc. |

| No. | Trademark  | Status   | Owner of Record          |
|-----|--|--|--------------------------|
|     |  | g TMA803693<br>Reg 05-AUG-2011   |                          |
| 18. | QUALITY. BEYOND A SHADOW OF A DOUBT.   | Registered<br>App 1372375<br>App 16-NOV-2007<br>Reg TMA810897<br>Reg 02-NOV-2011 | Cardone Industries, Inc. |
| 19. | S3 SUPERIOR STEERING SOLUTIONS   | Registered<br>App 1361580<br>App 29-AUG-2007<br>Reg TMA803694<br>Reg 05-AUG-2011 | Cardone Industries, Inc. |
| 20. | S3 SUPERIOR STEERING SOLUTIONS & DESIGN<br> | Registered<br>App 1361582<br>App 29-AUG-2007<br>Reg TMA803695<br>Reg 05-AUG-2011 | Cardone Industries, Inc. |
| 21. | TOTAL ECLIPSE  | Registered<br>App 1372374<br>App 16-NOV-2007<br>Reg TMA810896<br>Reg 02-NOV-2011 | Cardone Industries, Inc. |
| 22. | TOTAL ECLIPSE & DESIGN<br>                  | Registered<br>App 1372377<br>App 16-NOV-2007<br>Reg TMA810899<br>Reg 02-NOV-2011 | Cardone Industries, Inc. |

| No. | Trademark   | Status   | Owner of Record          |
|-----|---|--|--------------------------|
| 23. | ULTRA & C DESIGN<br> | Registered<br>App 1717854<br>App 04-MAR-2015<br>Reg TMA973862<br>Reg 19-JUN-2017 | Cardone Industries, Inc. |

2. TRADEMARK APPLICATIONS

| No. | Trademark   | Status   | Owner of Record          |
|-----|---|--|--------------------------|
| 1.  | CARDONE Design<br><b>CARDONE</b>  | Allowed (Pending)<br>App 1852357<br>App 14-AUG-2017    | Cardone Industries, Inc. |
| 2.  | CARDONE Design<br><b>CARDONE</b>  | Allowed (Pending)<br>App 1852358<br>App 14-AUG-2017    | Cardone Industries, Inc. |
| 3.  | CARDONE ECO TURBO   | Formalized (Pending)<br>App 1883173<br>App 14-FEB-2018 | Cardone Industries, Inc. |
| 4.  | CARDONE ECO TURBO SYSTEMS   | Formalized (Pending)<br>App 1883178<br>App 14-FEB-2018 | Cardone Industries, Inc. |
| 5.  | CARDONE WE BUILD IT BETTER & Design<br><b>CARDONE</b><br>WE BUILD IT BETTER | Formalized (Pending)<br>App 1861805<br>App 10-OCT-2017 | Cardone Industries, Inc. |
| 6.  | CARDONE.COM   | Allowed (Pending)<br>App 1814825<br>App 19-DEC-2016    | Cardone Industries, Inc. |

| No. | Trademark  | Status   | Owner of Record          |
|-----|--|--|--------------------------|
| 7.  | FEROCE PERFORMANCE   | Formalized (Pending)<br>App 1897958<br>App 08-MAY-2018 | Cardone Industries, Inc. |
| 8.  | FEROCE PERFORMANCE & Design<br>           | Formalized (Pending)<br>App 1916410<br>App 23-AUG-2018 | Cardone Industries, Inc. |
| 9.  | TOTAL ECLIPSE & Design<br>                 | Formalized (Pending)<br>App 1896746<br>App 01-MAY-2018 | Cardone Industries, Inc. |
| 10. | ASCENSION  | Formalized (Pending)<br>App 1869516<br>App 23-NOV-2017 | Smart Choice, LLC        |
| 11. | ASCENSION PARTS & Design<br>                | Formalized (Pending)<br>App 1869517<br>App 23-NOV-2017 | Smart Choice, LLC        |
| 12. | ASCENSION PREMIUM IMPACT PARTS & Design<br> | Formalized (Pending)<br>App 1869518<br>App 23-NOV-2017 | Smart Choice, LLC        |