

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARDONE INDUSTRIES, INC.		09/30/2018	Corporation: PENNSYLVANIA
SMART CHOICE, LLC		09/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Brookfield Principal Credit LLC, as Administrative Agent
Street Address:	250 Vesey Street
Internal Address:	15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10281-1023
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	87075481	CARDONE.COM
Registration Number:	4842705	ULTRA C
Registration Number:	4864359	CARDONE ULTRA
Registration Number:	4712636	CARDONE SERVICE PLUS
Registration Number:	4886587	CARDONE ENGINEERED FOR SUSTAINABILITY
Registration Number:	4267746	MAGNA-PURE
Registration Number:	4146199	OEM ORIGINAL EQUIPMENT REMANUFACTURED
Registration Number:	4059415	3F FLUID/ FLUSH/ FILTER
Registration Number:	3900016	MAGNA-PURE
Registration Number:	3245426	CARDONE SELECT
Registration Number:	3661977	MAG-FLOW
Registration Number:	3659298	MAG-FLOW
Registration Number:	3444324	CARDONE
Registration Number:	3716185	C
Registration Number:	1812087	PRO TECH
Registration Number:	3683755	QUALITY. BEYOND A SHADOW OF A DOUBT.

OP \$1065.00 87075481

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3680534	TOTAL ECLIPSE
Registration Number:	3680533	TOTAL ECLIPSE
Registration Number:	3758048	S3 SUPERIOR STEERING SOLUTIONS
Registration Number:	3758046	S3 SUPERIOR STEERING SOLUTIONS
Registration Number:	3230206	CARDONE SELECT
Registration Number:	2986974	CARDONE SELECT
Registration Number:	2928599	A1 CARDONE
Registration Number:	2860828	FRICITION CHOICE
Registration Number:	3233923	CARDONE WEBCAT
Registration Number:	2330881	REMAN.IT'S WHAT WE DO.
Registration Number:	2076817	CARDONE
Registration Number:	2080671	A1
Registration Number:	1226585	A1
Registration Number:	4748960	ASCENSION PARTS
Registration Number:	4116122	ASCENSION
Registration Number:	4176607	ASCENSION PREMIUM IMPACT PARTS
Serial Number:	88088400	FEROCE PERFORMANCE
Serial Number:	87608134	CARDONE WE BUILD IT BETTER
Serial Number:	87549401	CARDONE
Serial Number:	87910245	FEROCE PERFORMANCE
Serial Number:	87795658	ROTOMASTER ECO TURBO SYSTEMS
Serial Number:	87795649	ROTOMASTER ECO TURBO
Serial Number:	87900280	TOTAL ECLIPSE
Serial Number:	87550796	CARDONE
Serial Number:	87795643	CARDONE ECO TURBO SYSTEMS
Serial Number:	87795633	CARDONE ECO TURBO

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: vbantug@kslaw.com

Correspondent Name: KING & SPALDING LLP

Address Line 1: 300 S TRYON STREET

Address Line 2: SUITE 1700

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 26845.515001

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	10/09/2018
Total Attachments: 20 source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page1.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page2.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page3.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page4.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page5.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page6.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page7.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page8.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page9.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page10.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page11.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page12.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page13.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page14.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page15.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page16.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page17.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page18.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page19.tif source=07. Brookfield-Cardone - Trademark Security Agreement Executed#page20.tif	

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 Brookfield Principal Credit (“Brookfield”), 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 and Tridonex, each a “Borrower” and collectively, the “Borrowers”), the other Loan Parties party thereto, the Lenders from time to time party thereto and Brookfield, 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 Brookfield 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.

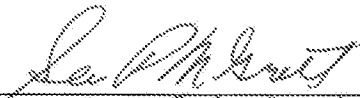
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING 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.

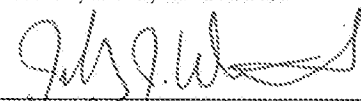
[signatures begin on next page]

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. McBrat
Title: CEO

Smart Choice, LLC, as Grantor

By 
Name: Jeffrey Wawrzyniak
Title: Secretary

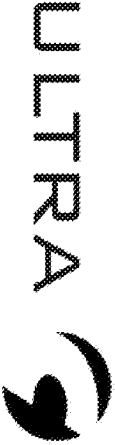
SCHEDULE 1


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 Reg. No. 1335293	06-17-2016	CARDONE.COM	Cardone Industries, Inc.
2. 86438135	4842705	10-29-2014 / 10-27-2015	(ULTRA C) ULTRA 	Cardone Industries, Inc.
3. 86438118	4864359	10-29-2014 / 12-01-2015	CARDONE ULTRA	Cardone Industries, Inc.
4. 86415695	4712636	10-06-2014 / 03-31-2015	(CARDONE SERVICE PLUS)	Cardone Industries, Inc.



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

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

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



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

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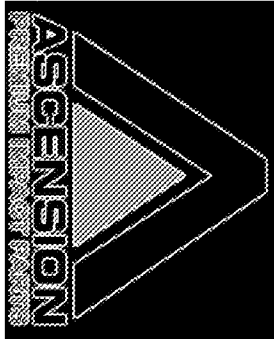
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U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
				
23.	76572749	2928599	01-29-2004 / 03-01-2005 (A1 CARDONE)	Cardone Industries, Inc.
				
24.	76385394	2860828	03-21-2002 / 07-06-2004 FRICTION CHOICE	Cardone Industries,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



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U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
29.	73327283	1226585	09-08-1981 / 02-08-1983	(A1) Cardone Industries, Inc.
30.	86174321	4748960	01-24-2014 / 06-02-2015	(ASCENSION PARTS) Smart Choice, LLC
31.	85235678	4116122	02-07-2011 / 03-20-2012	ASCENSION Smart Choice, LLC
32.	85268136	4176607	03-16-2011 /	(ASCENSION PREMIUM IMPACT PARTS) Smart Choice, LLC

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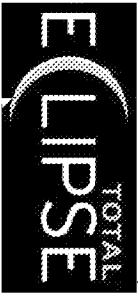




U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
		07-17-2012		

2. TRADEMARK APPLICATIONS

U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
1. 88088400		08/22/2018	(FEROCE PERFORMANCE)	Cardone Industries, Inc. #####
2. 87608134		9-14-2017	(CARDONE WE BUILD IT BETTER) 	Cardone Industries, Inc. #####
				#####

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U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
3.	87900280	4-30-2018	(TOTAL ECLIPSE) 	Cardone Industries, Inc. ■■■■■■■■■■
4.	87549401	8-1-2017	(CARDONE) 	Cardone Industries, Inc. ■■■■■■■■■■
5.	87550796	8-1-2017	(CARDONE) 	Cardone Industries, Inc. ■■■■■■■■■■
6.	87910245	5-7-2018	PEROCE PERFORMANCE 	Cardone Industries, Inc. ■■■■■■■■■■
7.	87795658	2-13-2018	ROTO MASTER ECO TURBO SYSTEMS 	Cardone Industries, Inc. ■■■■■■■■■■

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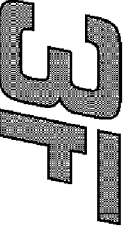

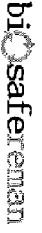
U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
8.	87795649	2-13-2018	ROTO MASTER ECO TURBO	<p>████████</p> <p>Cardone Industries, Inc.</p>
9.	87795643	2-13-2018	CARDONE ECO TURBO SYSTEMS	<p>████████</p> <p>Cardone Industries, Inc.</p>
10.	87795633	2-13-2018	CARDONE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

B. CANADA




1. REGISTERED TRADEMARKS

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

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No.	Trademark	Status	Owner of Record
2.	3F FLUID/FLUSH/FILTER & DESIGN  FLUID/FLUSH/FILTER	Registered App 1527837 App 13-MAY-2011 Reg TMA849650 Reg 29-APR-2013	Cardone Industries, Inc.
3.	3F FLUID/FLUSH/FILTER & DESIGN  FLUID/FLUSH/FILTER	Registered App 1513283 App 31-JAN-2011 Reg TMA838759 Reg 19-DEC-2012	Cardone Industries, Inc.
4.	A1 CARDONE & Design 	Registered App 1257938 App 17-MAY-2005 Reg TMA689775 Reg 14-JUN-2007	Cardone Industries, Inc.
5.	BIOSAFEREMAN	Registered App 1419316 App 24-NOV-2008 Reg TMA792302 Reg 08-MAR-2011	Cardone Industries, Inc.
6.	BIOSAFEREMAN & DESIGN 	Registered App 1419313 App 24-NOV-2008 Reg TMA792171 Reg 04-MAR-2011	Cardone Industries, Inc.
7.	C & DESIGN	Registered App 1405639 App 31-JUL-2008	Cardone Industries, Inc.

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No.	Trademark	Status	Owner of Record
		Reg TMA769084 Reg 08-JUN-2010	
8.	CTEC & DESIGN 	Registered App 1405638 App 31-JUL-2008 Reg TMA803798 Reg 05-AUG-2011	Cardone Industries, Inc.
9.	CARDONE	Registered App 1257941 App 17-MAY-2005 Reg TMA689397 Reg 08-JUN-2007	Cardone Industries, Inc.
10.	CARDONE & DESIGN 	Registered App 1384780 App 25-FEB-2008 Reg TMA743116 Reg 08-JUL-2009	Cardone Industries, Inc.
11.	CARDONE SERVICE PLUS	Registered App 1721780 App 31-MAR-2015 Reg TMA937470 Reg 11-MAY-2016	Cardone Industries, Inc.

AmericasActive:12687527.2


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

AmericasActive:12687527.2

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





AmericasActive:12687527.2

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

2. TRADEMARK APPLICATIONS

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

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No.	Trademark	Status	Owner of Record
7.	FEROCE PERFORMANCE	App 19-DEC-2016 Formalized (Pending) App 1897958 App 08-MAY-2018	Cardone Industries, Inc.
8.	FEROCE PERFORMANCE & Design 	Formalized (Pending) App 1916410 App 23-AUG-2018	Cardone Industries, Inc.
9.	TOTAL ECLIPSE & Design 	Formalized (Pending) App 1896746 App 01-MAY-2018	Cardone Industries, Inc.
10.	ASCENSION	Formalized (Pending) App 1869516 App 23-NOV-2017	Smart Choice, LLC
11.	ASCENSION PARTS & Design 	Formalized (Pending) App 1869517 App 23-NOV-2017	Smart Choice, LLC
12.	ASCENSION PREMIUM IMPACT PARTS & Design 	Formalized (Pending) App 1869518 App 23-NOV-2017	Smart Choice, LLC

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