

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Stop, LLC		10/19/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4203913	CALLAHAN	
Registration Number:	4203911	CALLAHAN BRAKE PARTS	
Registration Number:	4184462	1-CLICK BRAKE KIT	
Registration Number:	3995376	THERMAL SCORCHED FOR FAST BREAK-IN	
Registration Number:	3897393	EURO-STOP	
Registration Number:	3497727	POWERSTOP	
Registration Number:	3248811	AUTOSPECIALTY	
Registration Number:	5319827	POWERSTOP PS	
Registration Number:	5187573	OEM SOURCED COMPONENTS	
Registration Number:	5106775	TRACK TESTED - PLATFORM APPROVED	
Registration Number:	4901969	POWERSTOP EVOLUTION	
Registration Number:	4809634	PERFORMANCE FOR LIFE	
Registration Number:	4809635	POWERSTOP PERFORMANCE FOR LIFE.	
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:	312/876-7628		
Email:	linda.kastner@lw.com		
TRADEMARK			

OP \$340.00 4203913

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Linda Kastner

SIGNATURE: /lk/

DATE SIGNED: 10/19/2018

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of October 19, 2018, by POWER STOP, LLC, an Illinois limited liability company (“Grantor”), in favor of ANTARES CAPITAL LP, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the trademarks listed on the attached Schedule A (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 19, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

POWER STOP, LLC

By: 

Name: Arvin Scott

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first written above:

ANTARES CAPITAL LP,
as Administrative Agent

By:  _____

Name: Phil Croff

Title: Duly Authorized Signatory

SCHEDULE A TO GRANT OF A SECURITY INTEREST

1. REGISTERED TRADEMARKS

Mark	Owner	Registration Number	Registration Date
CALLAHAN	Power Stop, LLC	4203913	9/4/12
CALLAHAN BRAKE PARTS	Power Stop, LLC	4203911	9/4/12
1-CLICK BRAKE KIT	Power Stop, LLC	4184462	7/31/12
THERMAL SCORCHED FOR FAST BREAK-IN	Power Stop, LLC	3995376	7/12/11
EURO-STOP	Power Stop, LLC	3897393	12/28/10
POWERSTOP	Power Stop, LLC	3497727	9/9/08
AUTOSPECIALTY	Power Stop, LLC	3248811	6/5/07
POWERSTOP PS	Power Stop, LLC	5319827	10/31/17
OEM SOURCED COMPONENTS	Power Stop, LLC	5187573	4/18/17
TRACK TESTED – PLATFORM APPROVED	Power Stop, LLC	5106775	12/20/16
POWERSTOP EVOLUTION	Power Stop, LLC	4901969	2/16/16
PERFORMANCE FOR LIFE	Power Stop, LLC	4809634	9/8/15
POWERSTOP PERFORMANCE FOR LIFE	Power Stop, LLC	4809635	9/8/15

2. LICENSES

None.