

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503647

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |
| <b>SEQUENCE:</b>             | 1                 |

## CONVEYING PARTY DATA

| Name                          | Formerly | Execution Date | Entity Type          |
|-------------------------------|----------|----------------|----------------------|
| FleetPride, Inc.              |          | 12/19/2018     | Corporation: ALABAMA |
| Truck Parts & Equipment, Inc. |          | 12/19/2018     | Corporation: KANSAS  |

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Barclays Bank PLC, as Administrative Agent |
| <b>Street Address:</b> | 745 Seventh Avenue                         |
| <b>City:</b>           | New York                                   |
| <b>State/Country:</b>  | NEW YORK                                   |
| <b>Postal Code:</b>    | 10019                                      |
| <b>Entity Type:</b>    | Public Limited Company: ENGLAND            |

## PROPERTY NUMBERS Total: 20

| Property Type        | Number   | Word Mark                           |
|----------------------|----------|-------------------------------------|
| Registration Number: | 5481621  | HD VALUE                            |
| Registration Number: | 4127809  | FLEETPRIDE TRUCK & TRAILER PARTS    |
| Registration Number: | 3668445  | FLEETCARE TRUCK SERVICE CENTER      |
| Registration Number: | 3668420  | COUNT ON US                         |
| Registration Number: | 3668390  | WE LIVE AND BREATHE HEAVY DUTY      |
| Registration Number: | 3521775  | PBC PRIMA BRAKE COMPONENTS          |
| Registration Number: | 3683554  | PRIMAPOWER                          |
| Registration Number: | 3795986  | PRIMATECH                           |
| Registration Number: | 3545435  | VANTAGEPOWER                        |
| Registration Number: | 3522744  | PRIMATRONICS                        |
| Registration Number: | 3311988  | OTR                                 |
| Registration Number: | 3246242  | TORQUE TECHNOLOGY                   |
| Registration Number: | 3133482  | WORLDWIDE HEAVY DUTY POWER PRODUCTS |
| Registration Number: | 3612769  | TORQUE TECHNOLOGY                   |
| Registration Number: | 2682136  | FLEETPRIDE                          |
| Registration Number: | 2992713  | FLEETPRIDE HEAVY DUTY EXPERTS       |
| Serial Number:       | 86908521 | HD VALUE                            |

CH \$515.00 5481621

| Property Type  | Number   | Word Mark              |
|----------------|----------|------------------------|
| Serial Number: | 86456516 | OTR                    |
| Serial Number: | 86456637 | OTR EXPERTISE BUILT-IN |
| Serial Number: | 86456682 | EXPERTISE BUILT-IN     |

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586  
*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:** 202-835-7500  
**Email:** dcip@milbank.com  
**Correspondent Name:** Javier J. Ramos  
**Address Line 1:** 1850 K Street, NW, Suite 1100  
**Address Line 2:** Milbank, Tweed, Hadley & McCloy, LLP  
**Address Line 4:** Washington, D.C. 20006

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 28804.00007       |
| <b>NAME OF SUBMITTER:</b>      | Javier J. Ramos   |
| <b>SIGNATURE:</b>              | /Javier J. Ramos/ |
| <b>DATE SIGNED:</b>            | 12/27/2018        |

**Total Attachments: 14**  
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## FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 19, 2018 (this "Agreement"), by FleetPride, Inc., an Alabama corporation ("FleetPride"), Truck Parts & Equipment, Inc., a Kansas corporation ("Truck Parts" and, together with FleetPride, the "Grantors" and each, a "Grantor") in favor of Barclays Bank PLC ("Barclays"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Term Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Term Loan Agreement"), by and among ASP Fastlane Holdings, Inc., a Delaware corporation ("Holdings"), ASP Fastlane Merger Sub, Inc., a Delaware corporation ("Merger Sub"), Fastlane Parent Company, Inc., a Delaware corporation ("Fastlane" and, as successor by merger to Merger Sub, the "Borrower"), the Subsidiary Guarantors (as defined therein) from time to time party thereto, the Lenders from time to time party thereto (the "First Lien Lenders") and Barclays, as administrative agent and collateral agent for the First Lien Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Term Loan Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FLEETPRIDE, INC.

By: 

Name: Amath Fall

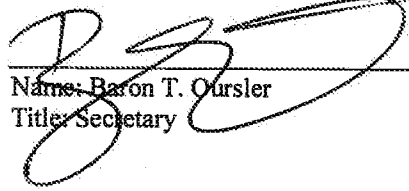
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 006510 FRAME: 0508

TRUCK PARTS & EQUIPMENT, INC.

By:






  
Name: Baron T. Oursler  
Title: Secretary

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]



**TRADEMARK**  
**REEL: 006510 FRAME: 0509**

**SCHEDULE I**

TRADEMARK REGISTRATIONS

| REGISTERED OWNER | REGISTRATION NO. | TRADEMARK   |
|------------------|------------------|---|
| Fleetpride, Inc. | 5481621          |    |
| Fleetpride, Inc. | 4127809          |    |
| Fleetpride, Inc. | 3668445          |    |
| Fleetpride, Inc. | 3668420          | COUNT ON US   |
| Fleetpride, Inc. | 3668390          | WE LIVE AND BREATHE<br>HEAVY DUTY   |
| Fleetpride, Inc. | 3521775          | PBC PRIMA BRAKE<br>COMPONENTS   |
| Fleetpride, Inc. | 3683554          | PRIMAPOWER  |
| Fleetpride, Inc. | 3795986          | PRIMATECH   |
| Fleetpride, Inc. | 3545435          | VANTAGEPOWER  |
| Fleetpride, Inc. | 3522744          | PRIMATRONICS  |
| Fleetpride, Inc. | 3311988          | OTR   |
| Fleetpride, Inc. | 3246242          | TORQUE TECHNOLOGY   |
| Fleetpride, Inc. | 3133482          |  |
| Fleetpride, Inc. | 3612769          |  |
| Fleetpride, Inc. | 2682136          | FLEETPRIDE  |
| Fleetpride, Inc. | 2992713          | FLEETPRIDE HEAVY DUTY<br>EXPERTS  |

TRADEMARK APPLICATIONS

| APPLICANT        | APPLICATION NO.    | TRADEMARK   |
|------------------|--------------------|---|
| Fleetpride, Inc. | 86/908521<br>(ITU) |  |
| Fleetpride, Inc. | 86/456516<br>(ITU) | OTR   |
| Fleetpride, Inc. | 86/456637<br>(ITU) |  |
| Fleetpride, Inc. | 86/456682<br>(ITU) | EXPERTISE BUILT-IN  |



**SCHEDULE II**

PATENTS

| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-------------------------|-------------------|---------------------|
| Fleetpride, Inc.        | 7913713           | COMBINATION WET KIT |

PATENT APPLICATIONS

| <b>APPLICANT</b> | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>                          |
|------------------|------------------------|---|
| Fleetpride, Inc. | 15/796,566             | ADJUSTABLE TIE ROD<br>ASSEMBLIES AND METHOD |

**SCHEDULE III**

COPYRIGHT REGISTRATIONS

| <b>REGISTERED OWNER</b>       | <b>REGISTRATION NO.</b> | <b>TITLE</b>  |
|-------------------------------|-------------------------|---|
| FleetPride, Inc.              | TX0008375780            | National Parts Guide (2015)   |
| Truck Parts & Equipment, Inc. | TX0000651514            | Bearing overhaul kits : differential and transmission applications / Truck Parts & Equipment. |
| Truck Parts & Equipment, Inc. | TX0000763269            | Differential & transmission identification catalogue / Truck Parts & Equipment.               |

COPYRIGHT APPLICATIONS

None.

## EXHIBIT A

### [FORM OF] FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by [●] ([each, a][the] “**Grantor**”) in favor of Barclays Bank PLC (“Barclays”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in First Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Term Loan Agreement, dated as of December 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Term Loan Agreement”), by and among ASP Fastlane Holdings, Inc., a Delaware corporation (“Holdings”), ASP Fastlane Merger Sub, Inc., a Delaware corporation (“Merger Sub”), Fastlane Parent Company, Inc., a Delaware corporation (“Fastlane” and, as successor by merger to Merger Sub, the “Borrower”), the Subsidiary Guarantors (as defined therein) from time to time party thereto, the Lenders from time to time party thereto (the “First Lien Lenders”) and Barclays, in its capacities as administrative agent and collateral agent for the First Lien Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Term Loan Agreement, the [Grantor][Grantors] and the Administrative Agent have entered into that certain First Lien Term Loan Intellectual Property Security Agreement, dated as of December 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) [which was recorded at the United States Patent and Trademark Office on [●] at Reel/Frame No. [●], and at the United States Copyright Office on [●] at Volume/Page No. [●]]<sup>1</sup>. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor, and regardless of where located (collectively, the “Additional IP Collateral”):

- A. the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

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<sup>1</sup> Included bracketed information to the extent then available.

- C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. ~~[Each]~~[The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral 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. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This IP Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[●]

By: \_\_\_\_\_

Name: [●]

Title: [●]

**SCHEDULE I**

TRADEMARK REGISTRATIONS

| <b>REGISTERED OWNER</b> | <b>REGISTRATION NUMBER</b> | <b>TRADEMARK</b> |
|-------------------------|----------------------------|------------------|
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TRADEMARK APPLICATIONS

| <b>APPLICANT</b> | <b>APPLICATION NUMBER</b> | <b>TRADEMARK</b> |
|------------------|---------------------------|------------------|
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**SCHEDULE II**

PATENTS

| <b>REGISTERED OWNER</b> | <b>PATENT NUMBER</b> | <b>TITLE</b> |
|-------------------------|----------------------|--------------|
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PATENT APPLICATIONS

| <b>APPLICANT</b> | <b>APPLICATION NUMBER</b> | <b>TITLE</b> |
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**SCHEDULE III**

COPYRIGHT REGISTRATIONS

| REGISTERED OWNER | REGISTRATION NUMBER | TITLE |
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COPYRIGHT APPLICATIONS

| APPLICANT | APPLICATION NUMBER | TITLE |
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