

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM507767

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elliott Auto Supply Co., Inc.		01/15/2019	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>Internal Address:</b>	5th Floor Center		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2390854	ONE STOP	
<b>Registration Number:</b>	3207445	ONE STOP PARTS SOURCE	
<b>Registration Number:</b>	4419312	WE DELIVER A PART OF YOUR SUCCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7943		
<b>Email:</b>	skowalski@vedderprice.com		
<b>Correspondent Name:</b>	Sylvia Kowalski		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	40870.00.0128-Helmrick		
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski		
<b>SIGNATURE:</b>	/Sylvia Kowalski/		
<b>DATE SIGNED:</b>	01/29/2019		
<b>Total Attachments: 3</b>			
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## **NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This Notice of Grant of Security Interest in Trademarks (this "Notice") is made as of January 15, 2019 by Elliott Auto Supply Co., Inc., a Minnesota corporation ("Grantor") in favor of BMO Harris Bank N.A., a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Grantee") for the Lenders (as defined in the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

**WHEREAS**, Grantor and Grantee have entered into that certain Credit Agreement dated as of October 6, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, the other Grantors party thereto from time to time, Grantee, and the Lenders party thereto from time to time;

**WHEREAS**, pursuant to the Credit Agreement, Grantor has granted to Grantee for the benefit of the Credit Parties, the security interest contemplated by the Credit Agreement to secure the prompt payment and performance of the Obligations.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Credit Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); together with, among other things, the goodwill of the business symbolized by the Trademarks and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral").

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

This Notice may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Notice shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Notice by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

*[Remainder of page intentionally left blank]*

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

GRANTOR:

ELLIOTT AUTO SUPPLY CO., INC.

By: 

Name: Richard S. Lonson

Title: Chief Financial Officer

Notice of Grant of Security Interest in Trademarks

**SCHEDULE A**

**Notice of Grant of Security Interest in Trademarks**

<b>Type</b>	<b>Name</b>	<b>Registration Number</b>	<b>Registration Date</b>
TradeMark - Service Mark	One Stop	2390854	Oct 3, 2000
TradeMark - Service Mark	One Stop Parts Source	3207445	Feb 13, 2007
TradeMark - Service Mark	WE DELIVER A PART OF YOUR SUCCESS	4419312	Oct 15, 2013