

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

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

Name:	Barclays Bank PLC, as Administrative agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	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

ATTORNEY DOCKET NUMBER:	28804.00007
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/27/2018

Total Attachments: 14
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL 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 co-collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain ABL 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 ABL Lenders (as defined below) have extended credit to the Borrower (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit 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 “ABL Lenders”), Barclays, as administrative agent and collateral agent for the ABL Lenders, and Bank of America, N.A., as co-collateral agent for the ABL Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit 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.

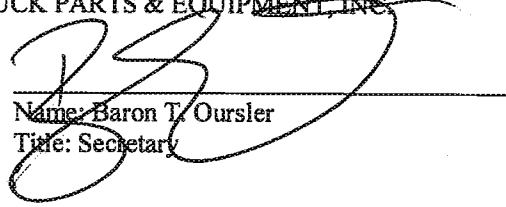
By:


Name: Amath Fall

Title: Chief Financial Officer and Secretary

TRUCK PARTS & EQUIPMENT, INC.

By:








Name: Baron T. Oursler
Title: Secretary

[SIGNATURE PAGE TO ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT]



TRADEMARK
REEL: 006563 FRAME: 0745

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 HEAVY DUTY
Fleetpride, Inc.	3521775	PBC PRIMA BRAKE 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 EXPERTS

TRADEMARK APPLICATIONS

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

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NO.	DESCRIPTION
Fleetpride, Inc.	7913713	COMBINATION WET KIT

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Fleetpride, Inc.	15/796,566	ADJUSTABLE TIE ROD ASSEMBLIES AND METHOD

SCHEDULE III

COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NO.	TITLE
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] ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This ABL 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 ABL 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 ABL Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of December 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit 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 "ABL Lenders") and Barclays, in its capacities as administrative agent and collateral agent for the ABL Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement, the [Grantor][Grantors] and the Administrative Agent have entered into that certain ABL 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. [●]]¹. 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

¹ 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

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

SCHEDULE III

COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE