

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERAMERICAN MOTOR, LLC		04/03/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A.		
Street Address:	111 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87363505	ORIGINAL PERFORMANCE REPLACEMENT PARTS	
Serial Number:	86361779	ORIGINAL PERFORMANCE	
Serial Number:	86587812	IMC	
Serial Number:	86259427	OPPARTS	
Serial Number:	86259503	OPPARTS	
Serial Number:	86259352	IMC YOUR QUALITY SOURCE	
Serial Number:	86259287	IMC	
Serial Number:	77823566	IMC WEB WAREHOUSE	
Serial Number:	87883883	IMC POWERED BY PARTS AUTHORITY	
Serial Number:	88123387	ORIGINAL PERFORMANCE REPLACEMENT PARTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Sara Franklin		
Address Line 1:	35 W. Wacker Drive		
Address Line 2:	Winston & Strawn LLP		

CH \$265.00 87363505

Address Line 4:	Chicago, ILLINOIS 60601-9703
ATTORNEY DOCKET NUMBER:	13757.95
NAME OF SUBMITTER:	Sara Franklin
SIGNATURE:	/Sara Franklin by trademarkny/
DATE SIGNED:	04/25/2019
Total Attachments: 6 source=Parts Authority_IP Security Agreement (executed)#page1.tif source=Parts Authority_IP Security Agreement (executed)#page2.tif source=Parts Authority_IP Security Agreement (executed)#page3.tif source=Parts Authority_IP Security Agreement (executed)#page4.tif source=Parts Authority_IP Security Agreement (executed)#page5.tif source=Parts Authority_IP Security Agreement (executed)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of April 3, 2019, between the signatory hereto (the "Grantor") in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the "Administrative Agent").

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of June 30, 2016 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"):

(a) (i) 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 (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications

for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 2 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INTERAMERICAN MOTOR, LLC, as Grantor

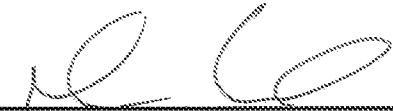
By:  _____

Name: Ian Arons

Title: President and Secretary

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Dan Weeks
Title: Managing Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006628 FRAME: 0777

SCHEDULE I
Trademarks

Mark	Owner	Jurisdiction	Ser. No. Filing Date	Reg. No. Reg. Date	Status
	Interamerican Motor, LLC	United States	87/363,505 March 8, 2017	5522179 July 24, 2018	Registered
	Interamerican Motor, LLC	United States	86/361,779 August 8, 2014	n/a	Published (ITU)
	Interamerican Motor, LLC	United States	86/587,812 April 6, 2015	4,966,084 May 24, 2016	Registered
OPPARTS	Interamerican Motor, LLC	United States	86/259,427 April 22, 2014	4,829,783 October 13, 2015	Registered
	Interamerican Motor, LLC	United States	86/259,503 April 22, 2014	4,788,361 August 11, 2015	Registered
IMC YOUR QUALITY SOURCE	Interamerican Motor, LLC	United States	86/259,352 April 22, 2014	4,655,776 December 16, 2014	Registered
IMC	Interamerican Motor, LLC	United States	86/259,287 April 22, 2014	4,645,068 November 25, 2014	Registered
IMC WEB WAREHOUSE	Interamerican Motor, LLC	United States	77/823,566 September 10, 2009	3,859,180 October 12, 2010	Registered
	Interamerican Motor, LLC	United States	87/883,883 April 19, 2018	n/a	Published (ITU)
	Interamerican Motor, LLC	United States	88/123,387 September 19, 2018	n/a	Published (ITU)

SCHEDULE II
Copyrights

Title	Owner	Jurisdiction	Filing / Publication Date	Reg. No. Reg. Date
IMC-BMW REPLACEMENT PARTS AND ACCESSORIES PRICE HANDBOOK / INTERAMERICAN MOTOR CORPORATION	Interamerican Motor, LLC	United States	April 18, 1983	TX0001147055 (CSN0050088) May 11, 1983
MERCEDES REPLACEMENT PARTS	Interamerican Motor, LLC	United States	February 28, 1989	TX0002560334 May 8, 1989
PORSCHE REPLACEMENT PARTS AND ACCESSORIES HANDBOOK: MODELS 356, 912/911, 914, 924, 924 TURBO, 928, 944 / INTERAMERICAN MOTOR CORPORATION	Interamerican Motor, LLC	United States	April 18, 1983	TX0001244145 (CSN0054157) May 11, 1983