

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cardone Industries, Inc.		07/02/2019	Corporation: PENNSYLVANIA
Smart Choice, LLC		07/02/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association
<b>Street Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	88088400	FEROCE PERFORMANCE
Serial Number:	87075481	CARDONE.COM
Serial Number:	87608134	CARDONE WE BUILD IT BETTER
Serial Number:	87900280	TOTAL ECLIPSE
Serial Number:	87549401	CARDONE
Serial Number:	87550796	CARDONE
Serial Number:	87910245	FEROCE PERFORMANCE
Serial Number:	87795658	ROTOMASTER ECO TURBO SYSTEMS
Serial Number:	87795649	ROTOMASTER ECO TURBO
Serial Number:	87795643	CARDONE ECO TURBO SYSTEMS
Serial Number:	87795633	CARDONE ECO TURBO
Serial Number:	86438135	ULTRA C
Serial Number:	86438118	CARDONE ULTRA
Serial Number:	86415695	CARDONE SERVICE PLUS
Serial Number:	86348549	CARDONE ENGINEERED FOR SUSTAINABILITY
Serial Number:	85613418	MAGNA-PURE
Registration Number:	4146199	OEM ORIGINAL EQUIPMENT REMANUFACTURED
Registration Number:	4059415	3F FLUID/ FLUSH/ FILTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3900016	MAGNA-PURE
Registration Number:	3245426	CARDONE SELECT
Registration Number:	3661977	MAG-FLOW
Registration Number:	3659298	MAG-FLOW
Registration Number:	3444324	CARDONE
Registration Number:	3716185	C
Registration Number:	1812087	PRO TECH
Registration Number:	3683755	QUALITY. BEYOND A SHADOW OF A DOUBT.
Registration Number:	3680534	TOTAL ECLIPSE
Registration Number:	3680533	TOTAL ECLIPSE
Registration Number:	3758048	S3 SUPERIOR STEERING SOLUTIONS
Registration Number:	3758046	S3 SUPERIOR STEERING SOLUTIONS
Registration Number:	3230206	CARDONE SELECT
Registration Number:	2986974	CARDONE SELECT
Registration Number:	2928599	A1 CARDONE
Registration Number:	2860828	FRICION CHOICE
Registration Number:	3233923	CARDONE WEBCAT
Registration Number:	2330881	REMAN.IT'S WHAT WE DO.
Registration Number:	2076817	CARDONE
Registration Number:	2080671	A1
Registration Number:	1226585	A1
Registration Number:	4748960	ASCENSION PARTS
Registration Number:	4116122	ASCENSION
Registration Number:	4176607	ASCENSION PREMIUM IMPACT PARTS
Serial Number:	86588178	SMASHING 7
Serial Number:	88255171	BLUE PHOENIX

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2136207848

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Justine Lu/White & Case LLP

**Address Line 1:** 555 South Flower Street, 2700

**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1111779-3940-S216

**NAME OF SUBMITTER:** Justine Lu

**SIGNATURE:** /Justine Lu/

**DATE SIGNED:**

07/02/2019

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2019, is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Wilmington Trust, National Association, as administrative agent and collateral agent for the benefit of the Lenders (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”).

Introductory Statement

WHEREAS, pursuant to the Term Loan and Security Agreement dated as of July 2, 2019 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among CARDONE INDUSTRIES, INC., a Pennsylvania corporation, as Borrower, CARDONE HOLDCO, LP, a Delaware limited partnership, (“Cardone Holdco”), MCR INTERNATIONAL, INC., a Delaware corporation (“MCR”), SMART CHOICE, LLC, a Delaware limited liability company (“Smart Choice”), REMAN MANAGEMENT INTERNATIONAL LLC, a Pennsylvania limited liability company (“Reman”), TRIDONEX USA LLC, a Delaware limited liability company (“Tridonex”) and GLOBAL REMAN VENTURES, LLC, a Delaware limited liability company (“Global”), as Guarantors, the other Loan Parties party thereto, the Lenders from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce Wilmington Trust, National Association to act in its respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders, a Lien on and security interest

in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) 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, slogans, designs (and all translations, adaptations, derivations and combinations of the foregoing), indicia and other source and/or business identifiers 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 (except for intent-to-use trademark applications prior to the filing of a statement of use except in connection with the transfer of the business to which the mark pertains), and all renewals thereof, including those listed on Schedule 1 (the "Trademarks");

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" or proposed-use basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office or an amendment to allege use is submitted to and accepted by the Canadian Intellectual Property Office, as applicable).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Administrative Agent for the benefit of the Lenders pursuant to the Loan Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION AND PERFORMANCE HEREOF) SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 13.15.2 OF THE LOAN AGREEMENT (“CONSENT TO JURISDICTION, FORUM AND SERVICE OF PROCESS”) AND SECTION 13.16 OF THE LOAN AGREEMENT (“WAIVERS BY THE LOAN PARTIES”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 13.4, 13.7, 13.8 and 13.12 of the Loan Agreement (“Severability”; “Execution in Counterparts”; “Notices and Communications”; “Entire Agreement”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**CARDONE INDUSTRIES, INC.**, as Grantor

By 

Name: Jeffrey Wawrzyniak

Title: Corporate Secretary

**SMART CHOICE, LLC**, as Grantor

By 

Name: Jeffrey Wawrzyniak

Title: Corporate Secretary

SCHEDULE 1

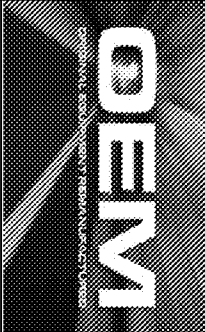
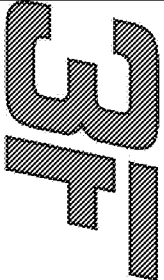
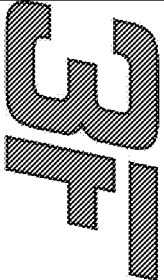



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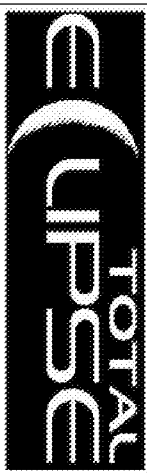
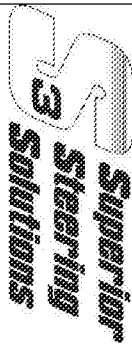
TRADEMARK SECURITY AGREEMENT



U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
1. 88088400		3-22-2018	<b>FEROCE</b> P E R F O R M A N C E (FEROCE PERFORMANCE)	Cardone Industries, Inc.
2. 87075481	International Reg. No. 1335293	12-16-2016	<b>CARDONE.COM</b>	Cardone Industries, Inc.
3. 87608134		9-14-2017	<b>CARDONE</b> WE BUILD IT BETTER (CARDONE WE BUILD IT BETTER)	Cardone Industries, Inc.
4. 87900280		4-30-2018	<b>TOTAL ECLIPSE</b> (TOTAL ECLIPSE)	Cardone Industries, Inc.
5. 87549401		8-1-2017	<b>ECLIPSE</b> TOTAL (CARDONE) <b>CARDONE</b>	Cardone Industries, Inc.



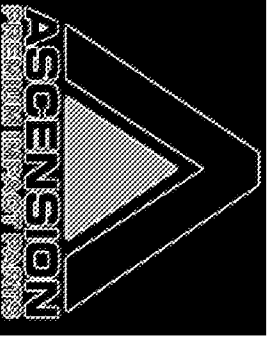
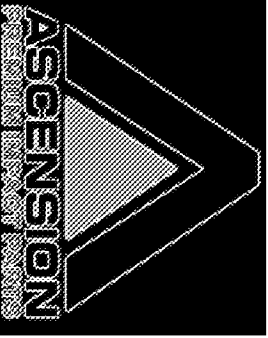


U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
6.	87550796	8-1-2017	(CARDONE) <b>CARDONE</b>	Cardone Industries, Inc.
7.	87910245	5-7-2018	<b>FEROCE PERFORMANCE</b>	Cardone Industries, Inc.
8.	87795658	2-13-2018	<b>ROTOMASTER ECO TURBO SYSTEMS</b>	Cardone Industries, Inc.
9.	87795649	2-13-2018	<b>ROTOMASTER ECO TURBO</b>	Cardone Industries, Inc.
10.	87795643	2-13-2018	<b>CARDONE ECO TURBO SYSTEMS</b>	Cardone Industries, Inc.
11.	87795633	2-13-2018	<b>CARDONE ECO TURBO</b>	Cardone Industries, Inc.
12.	86438135	10-27-2015	(ULTRA C) <b>ULTRA</b> 	Cardone Industries, Inc.
13.	86438118	12-2015	<b>CARDONE ULTRA</b>	Cardone Industries, Inc.
14.	86415695	3-31-2015	(CARDONE SERVICE PLUS) <b>CARDONE SERVICE PLUS</b>	Cardone Industries, Inc.
15.	86348549	1-12-2016	<b>CARDONE ENGINEERED FOR SUSTAINABILITY</b>	Cardone Industries, Inc.
16.	85613418	1-2-2013	(MAGNA-PURE) <b>MAGNA-PURE</b>	Cardone Industries, Inc.

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
17.	85429003	4146199	5-22-2012	 (OEM ORIGINAL EQUIPMENT REMANUFACTURED)	Cardone Industries, Inc.
18.	85281207	4059415	11-22-2011	 (3F FLUID/ FLUSH/ FILTER)	Cardone Industries, Inc.
19.	85039037	3900016	1-4-2011	 (MAGNA-PURE FLUID/FLUSH/FILTER)	Cardone Industries, Inc.
20.	78566466	3245426	5-22-2007	 (CARDONE SELECT)	Cardone Industries, Inc.
21.	77977394	3661977	7-28-2009	 (MAG-FLOW)	Cardone Industries, Inc.
22.	77976745	3659298	1-21-2009	 (MAG-FLOW)	Cardone Industries, Inc.
23.	77266377	3444324	6-10-2008	 (CARDONE)	Cardone Industries, Inc.

U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
24.	77460273	3716185	 (C)	Cardone Industries, Inc.
25.	74293853	1812087	PRO TECH	Cardone Industries, Inc.
26.	77328988	3683755	QUALITY. BEYOND A SHADOW OF A DOUBT.	Cardone Industries, Inc.
27.	77328975	3680534	(TOTAL ECLIPSE)	Cardone Industries, Inc.
28.	77328962	3680533	 TOTAL ECLIPSE	Cardone Industries, Inc.
29.	77264921	3758048	(S3 SUPERIOR STEERING SOLUTIONS)	Cardone Industries, Inc.
30.	77263593	3758046	 S3 SUPERIOR STEERING SOLUTIONS	Cardone Industries, Inc.

U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record	
31.	76588903	3230206	4-17-2007	CARDONE SELECT	Cardone Industries, Inc.
32.	76574224	2986974	8-23-2005	(CARDONE SELECT)	Cardone Industries, Inc.
					
33.	76572749	2928599	3-1-2005	(AI CARDONE)	Cardone Industries, Inc.
					
34.	76385394	2860828	7-6-2004	FRICTION CHOICE	Cardone Industries, Inc.
35.	76599472	3233923	4-24-2007	CARDONE WEBCAT	Cardone Industries, Inc.
36.	75469515	2330881	3-21-2000	REMAN.IT'S WHAT WE DO.	Cardone Industries, Inc.
37.	74724320	2076817	7-8-1997	CARDONE	Cardone Industries, Inc.
38.	74724319	2080671	7-22-1997	AI	Cardone Industries, Inc.
39.	73327283	1226585	2-8-1983	(AI)	Cardone Industries, Inc.

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
					
40.	86174321	4748960	6-2-2015	 (ASCENSION PARTS)	Smart Choice, LLC
41.	85235678	4116122	3-20-2012	ASCENSION	Smart Choice, LLC
42.	85268136	4176607	7-17-2012	 (ASCENSION PREMIUM IMPACT PARTS)	Smart Choice, LLC
43.	86588178		(abandoned 11-30-2017)	 SMASHING 7	Smart Choice, LLC

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
44.	88255171		1-9-2019	BLUE PHOENIX	Cardone Industries, Inc.

AMERICAS 100114784