

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OECONNECTION LLC		09/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5563929	CLIFFORD THAMES	
Registration Number:	2581000	COLLISIONLINK	
Registration Number:	4365935	CONSUMERLINK	
Registration Number:	2973094	D2D EXPRESS	
Registration Number:	2973587	D2D PLUS	
Registration Number:	2690964	D2DLINK	
Registration Number:	3412385	DISCOUNTPARTSHUB	
Registration Number:	4519448	DMS CONNECT	
Registration Number:	5186795	FLEETLINK	
Registration Number:	4268053		
Registration Number:	5792905	MARKETPLACEDIRECT	
Registration Number:	4420102	MARKETPLACEDIRECT	
Registration Number:	4906476	MYPRICELINK	
Registration Number:	4336198	OEC	
Registration Number:	5097079	OEC PERFORMANCE COACHING	
Registration Number:	4268054	OECONNECTION	
Registration Number:	2648558	OECONNECTION	
Registration Number:	4081501	PARTSBROKERDIRECT	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5260675	PARTSBROKERDIRECT
Registration Number:	4437493	RECONTRACKER
Registration Number:	4715882	RIGHT PART. RIGHT PLACE. RIGHT TIME.
Registration Number:	3702647	SERVICEADVANTAGE

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	43082.086
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/26/2019

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

September 25, 2019

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of September 25, 2019 (this "Agreement"), among OEConnection LLC (the "Grantor") and Cortland Capital Market Services LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement, dated as of September 25, 2019 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among OEC Midco, LLC, a Delaware limited liability company ("Holdings"), GC Overdrive Merger Sub II, LLC, OEConnection LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto from time to time (the "Lenders") and Cortland Capital Market Services LLC, as Administrative Agent, and (b) the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Holdings, GC Overdrive Merger Sub II, LLC, the Borrower, the other grantors from time to time party thereto and Cortland Capital Market Services LLC, as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made. Accordingly, 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks referred to in Schedule I attached hereto, and all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, an all other rights, priorities and privileges arising thereunder or pertaining thereto throughout the world, but excluding any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

OECONNECTION LLC

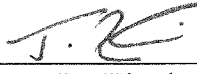


By: _____

Name: Ronald Coill

Title: President

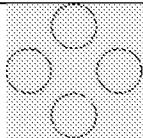
CORTLAND CAPITAL MARKET SERVICES LLC, as
Collateral Agent


By: 
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE I

TRADEMARKS:

Registrations:

Owner	Title	Trademark Registration Number	Registration Date
OEConnection LLC	CLIFFORD THAMES	5,563,929	9/18/2018
OEConnection LLC	COLLISIONLINK	2,581,000	6/18/2002
OEConnection LLC	CONSUMERLINK	4,365,935	07/09/2013
OEConnection LLC	D2D EXPRESS	2,973,094	7/19/2005
OEConnection LLC	D2D PLUS	2,973,587	7/19/2005
OEConnection LLC	D2DLINK	2,690,964	2/25/2003
OEConnection LLC	DISCOUNTPARTSHUB	3,412,385	4/15/2008
OEConnection LLC	DMS CONNECT	4,519,448	04/22/2014
OEConnection LLC	FLEETLINK	5,186,795	4/18/2017
OEConnection LLC		4,268,053	01/01/2013
OEConnection LLC	MARKETPLACEDIRECT	5,792,905 (Principal Registrar) 4,420,102 (Supplemental Registrar)	7/2/2019 10/15/2013
OEConnection LLC	MYPRICELINK	4,906,476	2/23/2016
OEConnection LLC	OEC	4,336,198	05/14/2013

Owner	Title	Trademark Registration Number	Registration Date
OEConnection LLC	OEC PERFORMANCE COACHING	5,097,079	12/6/2016
OEConnection LLC	 OEConnection	4,268,054	01/01/2013
OEConnection LLC	OECNECTION	2,648,558	11/12/2002
OEConnection LLC	PARTSBROKERDIRECT	4,081,501	01/03/2012
OEConnection LLC	PARTSBROKERDIRECT	5,260,675	08/08/2017
OEConnection LLC	RECONTRACKER	4,437,493	11/19/2013
OEConnection LLC	RIGHT PART. RIGHT PLACE. RIGHT TIME.	4,715,882	4/7/2015
OEConnection LLC	SERVICEADVANTAGE	3,702,647	10/27/2009

Applications:

None.