

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notes Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TruckPro, LLC		10/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	15950 North Dallas Parkway		
Internal Address:	Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75248		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1071956	TRUCKPRO HEAVY DUTY PROFESSIONALS	
Registration Number:	1177827	TRUCKRAFT	
Registration Number:	2059105	ARMADA	
Registration Number:	2222113	TRUCKPRO	
Registration Number:	2381982	LIGHTRUCK QUALITY PRODUCTS	
Registration Number:	2371324	TRUCKPRO	
Registration Number:	2423086	ARMADA	
Registration Number:	2428210	ARMADA	
Registration Number:	2375419	T TRUCK PRO	
Registration Number:	2473093	WE ARE HEAVY DUTY	
Registration Number:	3589823	AMERICA'S TRUCK PARTS PROFESSIONALS	
Registration Number:	4419540	SERVUS	
Registration Number:	5484490	AUSTIN BRAKE & CLUTCH SUPPLY SINCE 1954	
Registration Number:	5714722	T	
Registration Number:	5714729	T	
Serial Number:	88570489	AMERICA'S HEAVY-DUTY PARTS & SERVICE PRO	
Serial Number:	88570507	AMERICA'S HEAVY-DUTY PARTS & SERVICE EXP	

OP \$440.00 1071956

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: 2126834120
Email: luis.rodriguez@unitedcorporate.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 PINE STREET
Address Line 2: C/O CAHILL GORDON & REINDEL LLP
Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/ELAINE CARRERA/
DATE SIGNED:	10/16/2019

Total Attachments: 7

source=12. Convoy - Trademark Security Agreement (Notes)#page1.tif
source=12. Convoy - Trademark Security Agreement (Notes)#page2.tif
source=12. Convoy - Trademark Security Agreement (Notes)#page3.tif
source=12. Convoy - Trademark Security Agreement (Notes)#page4.tif
source=12. Convoy - Trademark Security Agreement (Notes)#page5.tif
source=12. Convoy - Trademark Security Agreement (Notes)#page6.tif
source=12. Convoy - Trademark Security Agreement (Notes)#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TruckPro, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 15, 2019

- Assignment
- Security Agreement
- Other Notes Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association

Street Address: 15950 North Dallas Parkway, Suite 550

City: Dallas

State: TX

Country: USA Zip: 75248

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

Elaine Carrera

Name of Person Signing

October 15, 2019

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTES TRADEMARK SECURITY AGREEMENT

NOTES TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2019, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Notes Security Agreement, dated as of October 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Trademark Security Agreement (this “Trademark Security Agreement”);

WHEREAS, TPro Acquisition Corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and Wilmington Trust, National Association, as trustee are party to that certain Indenture, dated as of October 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) pursuant to which the Issuer has issued \$300,000,000 aggregate principal amount of its 11.00% Senior Secured Notes due 2024;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor or in which such Grantor has any rights:

- (a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Notes Collateral Agent, at the sole cost and expense of the Grantors, 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 Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Indenture) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRUCKPRO, LLC

By: 

Name: Mary Ann Sigler

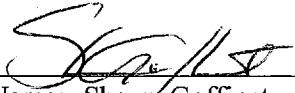
Title: Treasurer



[Convoy – Trademark Security Agreement (Secured Notes)]






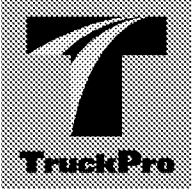
Accepted and Agreed to:


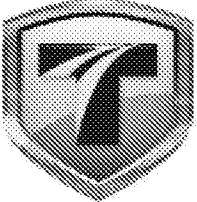
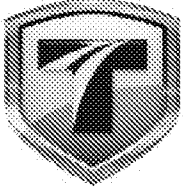
WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Shawn Goffinet
Title: Assistant Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TruckPro, LLC	TRUCKPRO HEAVY DUTY PROFESSIONALS	1071956
TruckPro, LLC		1177827
TruckPro, LLC	ARMADA	2059105
TruckPro, LLC	TRUCKPRO	2222113
TruckPro, LLC		2381982
TruckPro, LLC		2371324
TruckPro, LLC		2423086
TruckPro, LLC		2428210
TruckPro, LLC		2375419
TruckPro, LLC	WE ARE HEAVY DUTY	2473093
TruckPro, LLC	AMERICA'S TRUCK PARTS PROFESSIONALS	3589823
TruckPro, LLC	SERVUS	4419540

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TruckPro, LLC		5484490
TruckPro, LLC		5714722
TruckPro, LLC		5714729

Trademark Applications:

<u>Applicant</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Status / Comments</u>
TruckPro, LLC	AMERICA'S HEAVY-DUTY PARTS & SERVICE PROFESSIONALS	88570489	August 7, 2019	Awaiting Examination
TruckPro, LLC	AMERICA'S HEAVY-DUTY PARTS & SERVICE EXPERTS	88570507	August 7, 2019	Awaiting Examination