

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meridian Rack & Pinion, LLC		01/17/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Auto Parts Holdco LLC		
Street Address:	99 Park Avenue		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4209158	DISCOUNTACPARTS.COM	
Registration Number:	4190279	MERIDIAN AUTO PARTS	
Registration Number:	4209157	TURBOCHARGERPROS.COM	
Registration Number:	4405428	CARPARTSWAREHOUSE.COM	
Serial Number:	85792135	EASY TO BUY AUTO PARTS	
Serial Number:	85822836	STIGAN	
Serial Number:	85767966	CAR STEERING WHOLESALE	
Serial Number:	85504129	CARSTEERING.COM	
Serial Number:	85792107	GUARANTEEDEXACTFIT	
Serial Number:	85504151	BUYAUTOPARTS.COM	
CORRESPONDENCE DATA			
Fax Number:	4045413372		
<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:	404-815-6500		
Email:	brook@kilpatricktownsend.com		
Correspondent Name:	WILLIAM H. BREWSTER		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		

OP \$265.00 4209158

Address Line 2: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Beth Rook

SIGNATURE: /Beth Rook/

DATE SIGNED: 01/17/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 17, 2020, is made and entered into by Meridian Rack & Pinion, LLC, a Delaware limited liability company (the "Grantor") and Auto Parts Holdco LLC, a Delaware limited liability company (the "Lender").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, as amended through the date hereof (as so amended, the "Credit Agreement") by and among Grantor, Meridian Rack & Pinion, LLC, a Delaware limited liability company ("Newco", together with Grantor, the "Borrowers") and Lender, the Lenders have agreed to make certain loans, extensions of credit and other financial accommodations to the Borrowers;

WHEREAS, the Lender is willing to continue making the loans, extensions of credit and other financial accommodations to the Borrowers provided for in the Credit Agreement only upon the condition, among others, that the Grantor shall have executed and delivered this Agreement in order to create, establish, reaffirm and perfect the liens, security interests and other encumbrances of the Lender, securing the obligations of the Borrowers under the Loan Documents pursuant to the terms and conditions of that certain Security Agreement, dated as of December 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and between Grantor and U.S. Bank National Association, as predecessor in interest to Lender.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Credit Agreement or in the other Loan Documents and used herein have the meaning given to them in the Credit Agreement or in such other Loan Document, as applicable.

Section 2. Grant of Security Interest in Trademarks

In furtherance of the liens, security interests and other encumbrances granted to the Lender, pursuant to the Collateral Agreement, the Grantor hereby pledges, assigns and grants to the Lender, a security interest in all of the Grantor's right, title and interest in, to and under the following personal property and other assets, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the "Trademark Collateral") including, without limitation, those identified on Schedule I attached hereto and made apart hereof, to secure the prompt and complete payment and performance of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, elements of package, internet domain names, logos and other source identifiers, on a world-wide basis, and the registrations and applications for registration thereof including, but not limited to, the registered trademarks and service marks and the U.S. trademarks and service marks applications set forth on Schedule I hereto and the goodwill of the business symbolized by the foregoing;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all reissues, reexaminations, adjustment, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing;

(e) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof and, in each case, all rights to obtain any other intellectual property right ancillary to any trademark of the foregoing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, confidential or proprietary information, data, databases, data collections, customer lists, credit files, programs, printouts and other computer materials and records, trade secrets or trade secret rights, know-how, operating manuals, research in progress algorithms, data, databases, data collections, designs, processes, procedures, methods, protocols, materials, formulate, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, regulatory filings, submissions and approvals related to any of the foregoing and the results of experimentation and testing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include United States intent-to-use trademark applications or service mark applications to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application or service mark application under applicable law; provided that upon submission and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) or any successor provision), such intent-to-use trademark application or service mark application shall be considered Trademark Collateral.

Section 3. Security Agreement

The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the

Trademark Collateral granted and reaffirmed hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the Lender shall determine, in its discretion, which terms shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 5. Authorization to Supplement.

If the Grantor shall obtain rights to any Trademark Collateral after the date hereof, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks, trademark applications or related renewals or extensions of the same. Without limiting each Grantors obligations under this Section, each Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include such new Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

Section 6. Counterparts

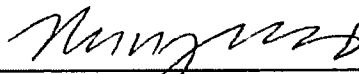
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic image scan transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. The Lender may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

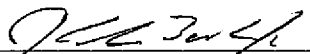
MERIDIAN RACK & PINION, LLC, a
Delaware limited liability company

By: 
Name: Renee Thomas Jacobs
Title: CEO

[Signature to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

AUTO PARTS HOLDCO LLC

By: 
Name: Andy Babcock
Title: President

[Signature to Trademark Security Agreement]

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

NAME OF MARK	APPLICATION NO.	REGISTRATION NO.	OWNER
Registered Trademarks			
DistountACParts.com		4,209,158	Meridian Rack & Pinion, LLC
MeridianAutoParts.com		4,190,279	Meridian Rack & Pinion, LLC
TurboChargerPros.com		4,209,157	Meridian Rack & Pinion, LLC
CarPartsWarehouse.com		4,405,428	Meridian Rack & Pinion, LLC
Trademark Applications			
Easy to Buy Auto parts	85792135		Meridian Rack & Pinion, LLC
Stigan	85822836		Meridian Rack & Pinion, LLC
Car Steering Wholesale	85767966		Meridian Rack & Pinion, LLC
CarSteering.com	85504129		Meridian Rack & Pinion, LLC
Guaranteed Exact Pit	85792107		Meridian Rack & Pinion, LLC
BuyAntoParts.com	85504151		Meridian Rack & Pinion, LLC