

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605788

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parts Authority, LLC		10/28/2020	Limited Liability Company: DELAWARE
Parts Authority Southern LLC		10/28/2020	Limited Liability Company: NEW YORK
Parts Authority Metro LLC		10/28/2020	Limited Liability Company: CALIFORNIA
InterAmerican Motor, LLC		10/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2290325	PARTS AUTHORITY
Registration Number:	5328834	THE ANSWER IS YES!
Registration Number:	2913648	TECH PARTS EXPRESS
Registration Number:	3137663	FAST UNDERCAR
Registration Number:	4645068	IMC
Registration Number:	4966084	IMC
Registration Number:	5801633	IMC POWERED BY PARTS AUTHORITY
Registration Number:	3859180	IMC WEB WAREHOUSE
Registration Number:	4655776	IMC YOUR QUALITY SOURCE
Registration Number:	4829783	OPPARTS
Registration Number:	4788361	OPPARTS
Registration Number:	5522179	ORIGINAL PERFORMANCE REPLACEMENT PARTS
Registration Number:	5739956	ORIGINAL PERFORMANCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6119614	ORIGINAL PERFORMANCE REPLACEMENT PARTS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 2127013365

Email: ecarrera@cahill.com

Correspondent Name: Elaine Carrera, Senior Paralegal

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	41260.0343 (1st Lien)
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/29/2020

Total Attachments: 7

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Grant of Security Interest in Trademarks (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of October 28, 2020 (this “Notice”), made by PARTS AUTHORITY, LLC, a Delaware limited liability company (“Parts Authority”), PARTS AUTHORITY SOUTHERN LLC, a New York limited liability company (“Parts Southern”), PARTS AUTHORITY METRO LLC, a California limited liability company (“Parts California”) and INTERAMERICAN MOTOR, LLC, a Delaware limited liability Company (“InterAmerican” and, together with Parts Authority, Parts Southern and Parts California, collectively the “Pledgors”, and each individually, a “Pledgor”), in favor of JEFFERIES FINANCE LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of October 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among PAI Holdco, Inc. (the “Borrower”), as successor by merger to KPAA Finance Sub, Inc., each subsidiary of the Borrower identified therein and Jefferies Finance LLC as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security

interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor 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 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

**PARTS AUTHORITY, LLC
PARTS AUTHORITY SOUTHERN LLC
PARTS AUTHORITY METRO LLC**

By 
Name: Randy A. Buller
Title: President and Secretary

INTERAMERICAN MOTOR, LLC

By: _____
Name: David Serrano
Title: Chief Financial Officer and Treasurer

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

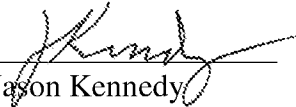
**PARTS AUTHORITY, LLC
PARTS AUTHORITY SOUTHERN LLC
PARTS AUTHORITY METRO LLC**

By: _____
Name: Randy A. Buller
Title: President and Secretary

INTERAMERICAN MOTOR, LLC

By:  _____
Name: David Serrano
Title: Chief Financial Officer and Treasurer

JEFFERIES FINANCE LLC,
as Collateral Agent,


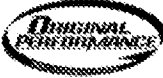
By: 
Name: Jason Kennedy
Title: Managing Director

Schedule I
to Notice of Grant of Security Interest in Trademarks (First Lien)

Trademarks Owned by Pledgors

U.S. Trademark Registrations

<u>Entity</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Parts Authority, LLC	PARTS AUTHORITY	2290325	11/2/1999
Parts Authority, LLC	THE ANSWER IS YES!	5328834	4/4/2017
Parts Authority Southern LLC	TECH PARTS EXPRESS (and design) 	2913648	12/21/2014
Parts Authority Metro LLC	FAST UNDERCAR	3137663	9/5/2006
Interamerican Motor, LLC	IMC	4645068	11/25/2014
Interamerican Motor, LLC	IMC (and design) 	4966084	5/24/2016
Interamerican Motor, LLC	IMC POWERED BY PARTS AUTHORITY (and design) 	5801633	07/09/2019
Interamerican Motor, LLC	IMC WEB WAREHOUSE	3859180	10/12/2010
Interamerican Motor, LLC	IMC YOUR QUALITY SOURCE	4655776	12/16/2014
Interamerican Motor, LLC	OPPARTS	4829783	10/13/2015
Interamerican Motor, LLC	OPPARTS & Design 	4788361	8/11/2015
Interamerican Motor, LLC	Original Performance Replacement Parts & Design 	5522179	7/24/2018

<u>Entity</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Interamerican Motor, LLC	Original Performance 	5739956	4/30/2019
Interamerican Motor, LLC	Original Performance Replacement Parts & Design 	6119614	8/4/2020

U.S. Trademark Applications

None.