

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Auto Parts Warehouse, LLC		05/10/2021	Limited Liability Company: FLORIDA
National Auto Parts Warehouse Canada, ULC		05/10/2021	Unlimited Liability Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4178341	ENGINE & PERFORMANCE WAREHOUSE	
Registration Number:	1643091	EPWI T	
Registration Number:	4889473	JOHNNY'S AUTO PARTS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-19044 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-19044		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$90.00 4178341

DATE SIGNED:	05/12/2021
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Total Attachments: 5
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this 10 day of May, 2021, by NATIONAL AUTO PARTS WAREHOUSE, LLC, a limited liability company organized under the laws of the State of Florida ("NAPW"), NATIONAL AUTO PARTS WAREHOUSE CANADA, ULC, an unlimited liability corporation organized under the laws of the Province of British Columbia, Canada ("NAPW-ULC", successor by merger to NPW Canada ULC, an unlimited liability corporation continued under the laws of the Province of British Columbia, Canada) (NAPW-ULC and NAPW and any other Person that may hereafter become a party to this Supplement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as "Agent" under the Credit Agreement referenced below (in such capacity, together with its successors and assigns, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement, dated as of July 2, 2019 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Agent a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office, United States Copyright Office, and/or Canadian Intellectual Property Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Credit Agreement or any of the Other Documents, to secure the prompt payment and performance of all

Obligations to Agent and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office, United States Copyright Office, and/or Canadian Intellectual Property Office, as applicable.

Representations and Warranties. Each Grantor hereby represents and warrants to Agent and to the other Secured Parties that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

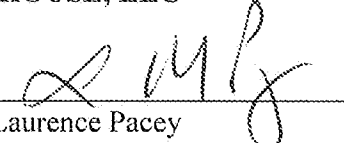
Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

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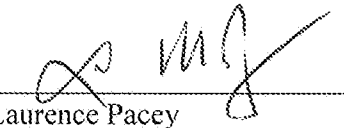
IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

**NATIONAL AUTO PARTS
WAREHOUSE, LLC**

By: 
Name: Laurence Pacey
Title: President and Chief Executive Officer

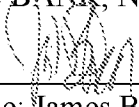
**NATIONAL AUTO PARTS
WAREHOUSE CANADA, ULC**

By: 
Name: Laurence Pacey
Title: President and Chief Executive Officer

[Signature Page to Supplement to IP Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:  _____
Name: James Belanger
Title: Vice President


[Signature Page to Supplement to IP Security Agreement]

TRADEMARK
REEL: 007289 FRAME: 0916

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED May 10, 2021

Mark	COUNTRY / STATE	REG. NO./ REG. DATE	OWNER
ENGINE & PERFORMANCE WAREHOUSE	United States	4178341 July 24, 2012	National Auto Parts Warehouse, LLC
EPWI T and Design 	United States	1643091 April 30, 1991	National Auto Parts Warehouse, LLC
Johnny's Auto Parts	United States	4,889,473 January 19, 2016	National Auto Parts Warehouse, LLC