

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mar-Cone Appliance Parts Co.		06/23/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 S. LaSalle Street, 25W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2648316	MARCONE WORLD	
Registration Number:	2486956	PARTS TODAY	
Registration Number:	1850095	SWIFTLINK	
Registration Number:	3977866	SWIFTLINK	
Registration Number:	4278809	MARCONE	
Registration Number:	4268192	M	
Registration Number:	4268193	OUR PASSION IS PRODUCT SUPPORT	
Registration Number:	4427821	ART OF SERVICE	
Registration Number:	5073480	SERVICE TRUST	
Registration Number:	5102741	SERVALL	
Registration Number:	4108744	EVERYAPPLIANCEPART.COM	
Registration Number:	4185905	RIGHT PART, RIGHT PRICE, RIGHT NOW.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
TRADEMARK			

OP \$315.00 2648316

Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	049686-0071
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	06/23/2021
Total Attachments: 6	
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TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Mar-Cone Appliance Parts Co., a Missouri corporation (the “Grantor”) in favor of Bank of Montreal, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is hereby made to that certain Term Loan Pledge and Security Agreement, dated as of June 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor has granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “IP Collateral”):

- (a) all Trademarks listed on Schedule I hereto;
- (b) all Copyright listed on Schedule I hereto;
- (c) all rights to sue or otherwise recover for past, present and future misappropriations or infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (d) all income, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future misappropriations or infringements; and
- (e) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset; provided that, for the avoidance of doubt, any proceeds or receivables arising out of any Excluded Asset shall not constitute an Excluded Asset and shall be included within the Collateral unless such proceeds or receivables separately constitute an Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit

Agreement, the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

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

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Termination or Release.

(a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 or Section 9.22 of the Credit Agreement, as applicable.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office and the United States Copyright Office) that the Grantor shall reasonably request (such release documentation to be in a form reasonably satisfactory to the Grantor) to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party (other than as to the Agent's authority to execute and deliver such documents). The Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. 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 counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE

SUBJECT TO THE PROVISIONS OF EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[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.

MAR-CONE APPLIANCE PARTS CO.,
as a Grantor

DocuSigned by:

By: Rose O'Brien
Name: Rose O'Brien
Title: Vice President of Finance

SCHEDULE I

U.S. Trademark Registrations:

	Registered Owner	Mark	Registration Number	Registration Date
1.	Mar-Cone Appliance Parts Co.	MARCONE WORLD	2,648,316	11/12/2002
2.	Mar-Cone Appliance Parts Co.	PARTS TODAY	2,486,956	9/11/2001
3.	Mar-Cone Appliance Parts Co. ¹	SWIFTLINK	1,850,095	8/16/1994
4.	Mar-Cone Appliance Parts Co. ²	SWIFTLINK (stylized)	3,977,866	6/14/2011
5.	Mar-Cone Appliance Parts Co.	MARCONE	4,278,809	1/22/2013
6.	Mar-Cone Appliance Parts Co.	M Logo	4,268,1292	1/1/2013
7.	Mar-Cone Appliance Parts Co.	OUR PASSION IS PRODUCT SUPPORT	4,268,193	1/1/2013
8.	Mar-Cone Appliance Parts Co.	ART OF SERVICE	4,427,821	11/5/2013
9.	Mar-Cone Appliance Parts Co.	SERVICE TRUST	5,073,480	11/1/2016
10.	Mar-Cone Appliance Parts Co. ³	Servall	5,102,741	12/20/2016

¹ Pending assignment from Swiftlink Limited to Mar-Cone Appliance Parts Co.

² Pending assignment from Swiftlink Limited to Mar-Cone Appliance Parts Co.

³ Pending assignment from Servall Company to Mar-Cone Appliance Parts Co.

	Registered Owner	Mark	Registration Number	Registration Date
11.	Mar-Cone Appliance Parts Co. ⁴	EVERYAPPLIANCEPART.COM	4108744	3/6/2012
12.	Mar-Cone Appliance Parts Co. ⁵	RIGHT PART, RIGHT PRICE, RIGHT NOW	4185905	8/7/2012

U.S. Copyright Registrations:

	Registered Owner	Title	Registration Number	Registration Date
1.	Mar-Cone Appliance Parts Co.	Marcone World	TX0005135796	2/7/2000
2.	Mar-Cone Appliance Parts Co.	Marcone World	TX0005135797	7/17/2000
3.	Mar-Cone Appliance Parts Co.	Marcone World	TX0005228414	12/12/2000
4.	Mar-Cone Appliance Parts Co.	Marcone World	TX0005228393	12/12/2000

⁴ Pending assignment from Servall Company to Mar-Cone Appliance Parts Co.

⁵ Pending assignment from Servall Company to Mar-Cone Appliance Parts Co.