

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PartsSource, Inc.		08/23/2021	Corporation: DELAWARE
NAI Acquisition, LLC		08/23/2021	Limited Liability Company: OHIO
PS Maintenance Value Plan, LLC		08/23/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Owl Rock Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	399 Park Avenue, 38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88341359	PRECISION SUPPLY CHAIN	
<b>Serial Number:</b>	88234885	PARTSSOURCE PRO	
<b>Serial Number:</b>	88248112	PRO	
<b>Serial Number:</b>	88194824	EPARTSVENDOR	
<b>Serial Number:</b>	87431465	PRECISION PROCUREMENT	
<b>Serial Number:</b>	87945276	ENSURING HEALTHCARE IS ALWAYS ON	
<b>Serial Number:</b>	87708122	EPARTSFINDER	
<b>Serial Number:</b>	87626604	OEMDIRECT	
<b>Serial Number:</b>	86924631	EBUSINESS SOLUTIONS	
<b>Serial Number:</b>	86310630	OEMCONNECT	
<b>Serial Number:</b>	86073888	MYSERVICES	
<b>Serial Number:</b>	85159310	TUBESOURCE	
<b>Serial Number:</b>	85145458	PARTSSOURCE	
<b>Serial Number:</b>	85826585	PARTSFINDER	
<b>Serial Number:</b>	85699186	SMARTPRICE	
<b>Serial Number:</b>	85826648	NAI NORTH AMERICAN IMAGING	

OP \$540.00 88341359

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85826548	MYPARTSSOURCE
Serial Number:	78428010	THE ANSWER IS YES!
Serial Number:	77982735	MAINTENANCE VALUE PLAN
Serial Number:	77660594	
Serial Number:	77660556	MVP

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	08/25/2021

**Total Attachments: 6**

- source=05. Osprey - Trademark Security Agreement#page1.tif
- source=05. Osprey - Trademark Security Agreement#page2.tif
- source=05. Osprey - Trademark Security Agreement#page3.tif
- source=05. Osprey - Trademark Security Agreement#page4.tif
- source=05. Osprey - Trademark Security Agreement#page5.tif
- source=05. Osprey - Trademark Security Agreement#page6.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of August 23, 2021 (this "Agreement"), is made by PartsSource, Inc., a Delaware corporation, NAI Acquisition, LLC, an Ohio limited liability company and PS Maintenance Value Plan, LLC, a Delaware limited liability company (the "Grantors"), in favor of Owl Rock Capital Corporation, as the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 23, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among the Grantors, as the Borrower, BPCE Osprey Intermediate, Inc., a Delaware corporation, the Lenders from time to time party thereto, Owl Rock Capital Corporation, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lender and Letter of Credit Issuer have severally agreed to make their respective loans and extensions of credit to the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of August 23, 2021 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or the Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by the Grantors, or in which the Grantors now have or at any time in the future may acquire any right, title or interest, in each case, that are not Excluded Property (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and

applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and applications owned by the IP Grantors and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto ("Trademarks"); provided that, applications filed in the United States Patent and Trademark Office to register Trademarks on the basis of Grantors' "intent to use" such Trademarks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed by the United States Patent and Trademark Office, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such "intent to use" Trademark application or any registration issuing therefrom under federal law.

3. Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

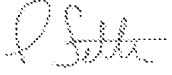
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

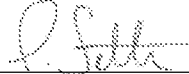
PARTSSOURCE, INC.,  
as a Grantor

By:   
Name: Philip Settimi  
Title: President and Chief Executive Officer

NAI ACQUISITION, LLC,  
as a Grantor

By: PartsSource, Inc.  
Its: Sole Member  
By:   
Name: Philip Settimi  
Title: President and Chief Executive Officer

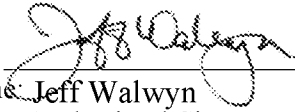
PS MAINTENANCE VALUE PLAN, LLC,  
as a Grantor

By: PartsSource, Inc.  
Its: Sole Member  
By:   
Name: Philip Settimi  
Title: President and Chief Executive Officer

[Grant of Security Interest in Trademark]

**TRADEMARK**  
**REEL: 007403 FRAME: 0005**

OWL ROCK CAPITAL CORPORATION,  
as the Collateral Agent

By:   
Name: Jeff Walwyn  
Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

	<b>Owner</b>	<b>Trademark</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	PartsSource, Inc.	PRECISION SUPPLY CHAIN	88341359	03/15/2019	6420455	07/13/2021
2.	PartsSource, Inc.	PARTSSOURCE PRO	88234885	12/19/2018	6020723	03/24/2020
3.	PartsSource, Inc.	PRO	88248112	01/03/2019	5985906	02/11/2020
4.	PartsSource, Inc.	EPARTSVENDOR	88194824	11/15/2018	5952989	01/07/2020
5.	PartsSource, Inc.	PRECISION PROCUREMENT	87431465	05/01/2017	5692405	03/05/2019
6.	PartsSource, Inc.	ENSURING HEALTHCARE IS ALWAYS ON	87945276	06/01/2018	5666195	01/29/2019
7.	PartsSource, Inc.	EPARTSFINDER	87708122	12/05/2017	5464713	05/08/2018
8.	PartsSource, Inc.	OEMDIRECT	87626604	09/28/2017	5468116	05/15/2018
9.	PartsSource, Inc.	EBUSINESS SOLUTIONS	86924631	03/01/2016	5072131	11/01/2016
10.	PartsSource, Inc.	OEMCONNECT	86310630	06/16/2014	4819092	09/22/2015
11.	PartsSource, Inc.	MYSERVICES	86073888	09/25/2013	4728474	04/28/2015
12.	PartsSource, Inc.; North American Imaging, LLC	TubeSource	85159310	10/22/2010	3984870	06/28/2011
13.	PartsSource, Inc.	PARTSSOURCE	85145458	10/05/2010	3970272	05/31/2011
14.	PartsSource, Inc.	PARTSFINDER	85826585	01/18/2013	4608020	09/23/2014
15.	PartsSource, Inc.	SMARTPRICE	85699186	08/09/2012	4576439	07/29/2014
16.	PartsSource, Inc.	NAI NORTH AMERICAN IMAGING & Design	85826648	01/18/2013	4424480	10/29/2013
17.	PartsSource, Inc.	MYPARTSSOURCE	85826548	01/18/2013	4708712	03/24/2015
18.	PartsSource, Inc.	The Answer Is Yes!	78428010	06/01/2004	3027245	12/13/2005
19.	PS Maintenance Value Plan, LLC	MAINTENANCE VALUE PLAN	77982735	01/30/2009	4085631	01/17/2012
20.	PS Maintenance Value Plan, LLC	Design Only 	77660594	01/30/2009	3846989	09/14/2010
21.	PS Maintenance Value Plan, LLC	MVP	77660556	01/30/2009	3906179	01/18/2011