

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FENIX AUTO PARTS GEORGIA LLC		09/03/2021	Limited Liability Company: DELAWARE
LATE MODEL AUTO SALVAGE LLC		09/03/2021	Limited Liability Company: TEXAS
FENIX PARTS, INC.		09/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp.		
Street Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5515286	INTELLIBUY	
Registration Number:	5110299	FENIX	
Registration Number:	4989416	FENIX PARTS	
Serial Number:	88523594	FULL-SERVICE CTV	
Serial Number:	88523602	CTV INC. CARS TRUCKS VANS THE PARTS SPEC	
Serial Number:	88523644	FULL SERVICE CTV	
Serial Number:	88523658	CTV INC. CARS TRUCKS VANS THE PARTS SPEC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street NE STE 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		

CH \$190.00 5515286

NAME OF SUBMITTER:	Erika Robinson
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	09/03/2021
Total Attachments: 6 source=Fenix - Trademark Security Agreement [Execution Version]#page1.tif source=Fenix - Trademark Security Agreement [Execution Version]#page2.tif source=Fenix - Trademark Security Agreement [Execution Version]#page3.tif source=Fenix - Trademark Security Agreement [Execution Version]#page4.tif source=Fenix - Trademark Security Agreement [Execution Version]#page5.tif source=Fenix - Trademark Security Agreement [Execution Version]#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 3, 2021 (this “**Agreement**”), is entered into by and between **FENIX AUTO PARTS GEORGIA LLC**, a Delaware limited liability company (“**Georgia**”), **LATE MODEL AUTO SALVAGE LLC**, a Texas limited liability company (“**Salvage**”) and **FENIX PARTS, INC.**, a Delaware corporation (“**Parts**”, and together with Georgia and Salvage, collectively, “**Grantors**” and, each, a “**Grantor**”), and Fortress Credit Corp., as Collateral Agent for the Secured Parties.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of September 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), by and among Fenix Parent LLC, a Delaware limited liability company, as a Company and as Credit Party Representative, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Fortress Credit Corp., as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks, including those registrations and applications listed on Schedule 1 hereto; (b) all extensions or renewals thereof; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, including those Trademark Licenses listed on Schedule 1 hereto.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Trademark

Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

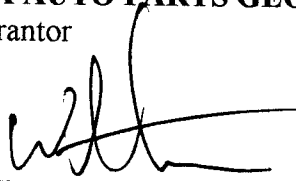
3. Authorization to Supplement. Each Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which any Grantor no longer has or claims any right, title or interest.

4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

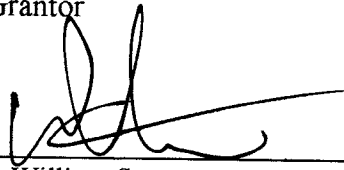
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

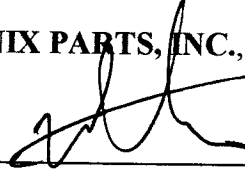
FENIX AUTO PARTS GEORGIA LLC,
as a Grantor

By: 
Name: William Stevens
Title: President

LATE MODEL AUTO SALVAGE LLC,
as a Grantor


By: 
Name: William Stevens
Title: Chief Executive Officer

FENIX PARTS, INC., as a Grantor

By: 
Name: William Stevens
Title: President


ACCEPTED AND ACKNOWLEDGED:

FORTRESS CREDIT CORP., as Collateral Agent

By: 
Name: Avraham Dreyfuss
Title: Chief Financial Officer

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS			
<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LATE MODEL AUTO SALVAGE LLC	INTELLIBUY	5515286	July 10, 2018
FENIX PARTS, INC.	FENIX	5110299	December 27, 2016
FENIX PARTS, INC.	FENIX PARTS 	4989416	June 28, 2016
TRADEMARK APPLICATIONS			
<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
FENIX AUTO PARTS GEORGIA LLC	FULL-SERVICE CTV	88523594	July 19, 2019
FENIX AUTO PARTS GEORGIA LLC	CTV INC. CARS TRUCKS VANS THE PARTS SPECIALIST	88523602	July 19, 2019
FENIX AUTO PARTS GEORGIA LLC	FULL-SERVICE CTV 	88523644	July 19, 2019

<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
<p>FENIX AUTO PARTS GEORGIA LLC</p>	<p>CTV INC. CARS TRUCKS VANS THE PARTS SPECIALIST</p> 	<p>88523658</p>	<p>July 19, 2019</p>