

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Original One Auto Parts LLC		12/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	1717 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90513849	CERTIFIED ORIGINAL	
Serial Number:	90513846	CERTIFIED ORIGINAL	
Serial Number:	90497096	VINTEGRITY	
Serial Number:	90497006	VINTEGRITY	
Registration Number:	4873532	PARTCYCLE	
Registration Number:	6033972	ORIGINAL ONE PARTS	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	12/02/2021		

OP \$165.00 90513849

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademarks)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of December 1, 2021, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement, dated as of December 1, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among O1AP Group, Inc., a Delaware corporation ("Parent"), and Original One Auto Parts LLC, a Delaware limited liability company ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of December 1, 2021, to the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby pledge, collaterally assign (as collateral), and grant to the Secured Party a continuing lien on and security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter arising or acquired and wherever located:

(a) all license agreements with any other Person in connection with any of the trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a

licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses, all to the extent the foregoing are Collateral in the Security Agreement (by way of illustration and not limitation, General Intangibles, Proceeds, and Commercial Tort Claims, as set forth in Sections 1.1. and 2.1 of the Security Agreement); and

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; all to the extent the foregoing are Collateral in the Security Agreement (by way of illustration and not limitation, Intellectual Property Collateral, General Intangibles, Proceeds, and Commercial Tort Claims, as set forth in Sections 1.1. and 2.1 of the Security Agreement).

For clarity, the foregoing (and the Trademark Collateral) shall exclude any “intent to use” trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark 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.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

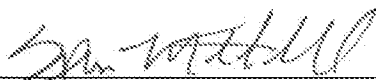
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

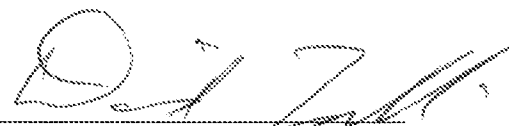
DEBTORS:

ORIGINAL ONE AUTO PARTS LLC

By: 
Name: Spencer Mitchell
Title: Chief Financial Officer

SECURED PARTY:

COMERICA BANK, as Agent

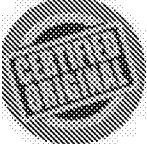

By: 

Name: David J. Zablocki

Title: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	90/51,3849	2/5/2021		
CERTIFIED ORIGINAL	90/513,846	2/5/2021		
	90/497,096	1/29/2021		
VINTEGRITY	90/497,006	1/29/2021		
PARTCYCLE	86/612,002	4/28/2015	4,873,532	12/22/2015
ORIGINAL ONE PARTS	86/958,703	3/30/2016	6,033,972	4/14/2020