

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704998

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital LP		01/26/2022	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Power Stop, LLC		
<b>Street Address:</b>	6112 W. 73rd Street		
<b>City:</b>	Bedford Park		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60638		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>Name:</b>	PS E-Commerce Acquisition, LLC		
<b>Street Address:</b>	6112 W. 73rd Street		
<b>City:</b>	Bedford Park		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60638		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4203913	CALLAHAN	
<b>Registration Number:</b>	4203911	CALLAHAN BRAKE PARTS	
<b>Registration Number:</b>	4184462	1-CLICK BRAKE KIT	
<b>Registration Number:</b>	3995376	THERMAL SCORCHED FOR FAST BREAK-IN	
<b>Registration Number:</b>	3897393	EURO-STOP	
<b>Registration Number:</b>	3497727	POWERSTOP	
<b>Registration Number:</b>	3248811	AUTOSPECIALTY	
<b>Registration Number:</b>	5319827	POWERSTOP PS	
<b>Registration Number:</b>	5187573	OEM SOURCED COMPONENTS	
<b>Registration Number:</b>	5106775	TRACK TESTED - PLATFORM APPROVED	
<b>Registration Number:</b>	4901969	POWERSTOP EVOLUTION	
<b>Registration Number:</b>	4809634	PERFORMANCE FOR LIFE	
<b>Registration Number:</b>	4809635	POWERSTOP PERFORMANCE FOR LIFE.	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	4472613	AUTOMD INSTA-QUOTES!
Registration Number:	4909058	AUTOMD IQ!
Registration Number:	4126992	AUTOMD

**CORRESPONDENCE DATA**

**Fax Number:** 6172359493  
*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:** 212-841-0406  
**Email:** melissa.karasavidis@ropesgray.com  
**Correspondent Name:** Melissa Karasavidis, Ropes & Gray LLP  
**Address Line 1:** 1211 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10036-8704

<b>ATTORNEY DOCKET NUMBER:</b>	SGGP-207-003
<b>NAME OF SUBMITTER:</b>	Melissa Karasavidis
<b>SIGNATURE:</b>	/Melissa Karasavidis/
<b>DATE SIGNED:</b>	01/26/2022

**Total Attachments: 23**  
source=Power Stop - Antares Release#page1.tif  
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**RELEASE OF SECURITY INTEREST  
IN TRADEMARK AND COPYRIGHT COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT COLLATERAL (this “Release”), dated as of January 26, 2022, is made by Antares Capital LP, as Administrative Agent (the “Administrative Agent”), in favor of Power Stop, LLC, an Illinois limited liability company and PS E-Commerce Acquisition, LLC, a Delaware limited liability company (collectively, the “Grantors”). Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Pledge and Security Agreement or the applicable IP Security Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated October 19, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”) among the Grantors, the Other Credit Parties and the Administrative Agent, the Grantors executed and delivered those certain Trademark Security Agreements and Copyright Security Agreements listed in Annex I attached hereto (collectively, the “IP Security Agreements”), which were recorded with the United States Patent and Trademark Office (the “USPTO”) or the United States Copyright Office (the “USCO”), as applicable, as specified in Annex I;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreements, the Grantors granted to the Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks and Copyrights to secure the payment, performance and observance of the Secured Obligations, including those listed on Annex II attached hereto (collectively, the “Collateral”);

WHEREAS, the Administrative Agent now desires to terminate and release the IP Security Agreements and the entirety of its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent, without recourse, representation or warranty and at the Grantors’ sole cost and expense, hereby (i) terminates, cancels, releases, relinquishes, discharges and reassigns to the Grantor, in its entirety, for the benefit of the Grantors and their successors and assigns, its security interest in and to the Collateral, (ii) terminates and releases the IP Security Agreements described on Annex I attached hereto, and (iii) reassigns to the Grantors, any right, title or interest it may have in the Collateral of the Grantors. The Administrative Agent hereby authorizes the Grantors and their successors, assigns or other legal representatives to file this Release with the USPTO and the USCO, at the sole expense of the Grantors, to evidence and effectuate the release and termination of the Administrative Agent’s security interest in the Collateral.

Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed copy of this Release. Electronic signatures will have the same force and effect as manual signatures.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first written above.

**ANTARES CAPITAL LP,**  
as Administrative Agent

*Arvin Shahnazi*

By: \_\_\_\_\_

Name: Arvin Shahnazi

Title: Duly authorized Signatory

## ANNEX I

### **Trademark Security Agreements:**

Trademark Security Agreement made by Power Stop, LLC in favor of the Administrative Agent, dated as of October 19, 2018 and recorded with the USPTO on October 19, 2018 at Reel 6467, Frame 0311.

Trademark Security Agreement made by PS E-Commerce Acquisition, LLC, in favor of the Administrative Agent, dated as of October 19, 2018 and recorded with the USPTO on October 19, 2018 at Reel 6508, Frame 0056.

### **Copyright Security Agreements:**

Copyright Security Agreement made by Power Stop, LLC in favor of the Administrative Agent dated as of October 19, 2018 and recorded with the USCO on October 25, 2018 at Volume 9963, Document Number 745.

Copyright Security Agreement made by Power Stop, LLC in favor of the Administrative Agent dated as of January 4, 2019 and recorded with the USCO on January 8, 2019 at Volume 9971, Document Number 344.

**ANNEX II**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>
CALLAHAN	Power Stop, LLC	4203913	9/4/12
CALLAHAN BRAKE PARTS	Power Stop, LLC	4203911	9/4/12
1-CLICK BRAKE KIT	Power Stop, LLC	4184462	7/31/12
THERMAL SCORCHED FOR FAST BREAK-IN	Power Stop, LLC	3995376	7/12/11
EURO-STOP	Power Stop, LLC	3897393	12/28/10
POWERSTOP	Power Stop, LLC	3497727	9/9/08
AUTOSPECIALTY	Power Stop, LLC	3248811	6/5/07
POWERSTOP PS	Power Stop, LLC	5319827	10/31/17
OEM SOURCED COMPONENTS	Power Stop, LLC	5187573	4/18/17
TRACK TESTED – PLATFORM APPROVED	Power Stop, LLC	5106775	12/20/16
POWERSTOP EVOLUTION	Power Stop, LLC	4901969	2/16/16
PERFORMANCE FOR LIFE	Power Stop, LLC	4809634	9/8/15
POWERSTOP PERFORMANCE FOR LIFE	Power Stop, LLC	4809635	9/8/15
AUTOMD INSTA-QUOTES	PS E-Commerce Acquisition, LLC	4472613	1/21/14
AUTOMD IQ!	PS E-Commerce Acquisition, LLC	4909058	3/1/16

Mark	Owner	Registration Number	Registration Date
AUTOMD	PS E-Commerce Acquisition, LLC	4126992	4/10/12

**COPYRIGHT REGISTRATIONS**

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/ Applicant</b>
BRAKE MOTIVE FREE SHIPPING	VA0001669041	04/16/09	Power Stop, LLC
EXTREME TRUCK AND TOWING DISC PAD	VAu000696978	02/8/06	Power Stop, LLC
ILLUSTRATION 1.	VA0001669038	04/16/09	Power Stop, LLC
ILLUSTRATION 2.	VA0001666971	04/16/09	Power Stop, LLC
ILLUSTRATION 4.	VA0001666964	04/16/09	Power Stop, LLC
1994 domestic & import clutch parts. By Autospecialty, a division of SBC, Ltd.	TX0004932936	05/26/1999	Power Stop, LLC
Autospecialty BBK '95 : import/domestic brake parts : buyers guide.	TX0004977416	05/04/1999	Power Stop, LLC
Autospecialty brake & clutch parts, 1990.	TX0004977496	05/04/1999	Power Stop, LLC
Autospecialty import & domestic brakesystems thru 1982.	TX0004977565	05/04/1999	Power Stop, LLC
Autospecialty brake & clutch parts, 1989/90.	TX0004977495	05/04/1999	Power Stop, LLC



Title	Registration No.	Registration Date	Owner/ Applicant
Autospecialty import/domestic brake parts thru 1982.	TX0004916101	05/04/1999	Power Stop, LLC
Domestic & import clutch parts, 1992. By Autospecialty, a division of SBC, Ltd.	TX0004932935	05/26/1999	Power Stop, LLC
Autospecialty 1982-1995 import/domestic brake parts.	TX0004916100	05/04/1999	Power Stop, LLC
Domestic & import clutch sets: 1993. By Autospecialty, a division of SBC, Ltd.	TX0004932933	05/26/1999	Power Stop, LLC
Power Stop Incorporated: high performance brake rotors & pads, 1995. By Autospecialty, a division of Kelsey Hayes Corporation.	TX0004932929	05/26/1999	Power Stop, LLC
Domestic brake parts, 1992. By Autospecialty, a division of SBC, Ltd.	TX0004932934	05/26/1999	Power Stop, LLC
Import brake parts: 1992. By Autospecialty, a division of SBC, Ltd.	TX0004932937	05/26/1999	Power Stop, LLC

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/ Applicant</b>
Import & domestic brake systems, 1982-1999 : catalog no. BR99.	TX0004824821	12/7/1998	Power Stop, LLC
Import & domestic brake systems thru 1982.	TX0004922826	12/17/1998	Power Stop, LLC
Import brake parts: 1992. By Autospecialty, a division of SBC, Ltd.	TX0004932927	05/26/1999	Power Stop, LLC
Power stop: extreme performance brakes catalog 1996-1997. By Autospecialty, a division of Kelsey Hayes Corporation.	TX0004932922	05/26/1999	Power Stop, LLC
Power stop: extreme performance brakes, PS 97. By Autospecialty, a division of SBC, Ltd.	TX0004932926	05/26/1999	Power Stop, LLC
Super kit.	TX0004907889	12/07/1998	Power Stop, LLC
Power stop : extreme performancebrakes : [catalog] 1996-97.	TX0004866510	04/23/1998	Power Stop, LLC
Power stop : extreme performancebrakes : PS 97.	TX0004768225	04/20/1998	Power Stop, LLC

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/ Applicant</b>
Autospecialty import/domestic brake parts buyers guide.	TX0004988189	05/04/1999	Power Stop, LLC
Autospecialty, 1982-1996 import/domestic brake parts.	TX0004988186	05/04/1999	Power Stop, LLC
Import/domestic brake parts thru 1982. By Autospecialty, a division of SBC, Ltd. Library ed.	TX0004932923	05/26/1999	Power Stop, LLC
Autospecialty Power Stop : high performance brake rotors & pads, 1995	TX0004883472	05/20/1999	Power Stop, LLC
Brake cable 1995. By Autospecialty, a division of SBC, Ltd.	TX0004932924	05/26/1999	Power Stop, LLC
Super kit 1995.	TX0004002536	02/10/1995	Power Stop, LLC
Power Stop, Incorporated : high performance brake rotors & pads, 1995	TX0004860993	04/19/1999	Power Stop, LLC
Import/domestic brake parts 1982-1995. By Autospecialty, a division of SBC, Ltd.	TX0004932925	05/26/1999	Power Stop, LLC

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/ Applicant</b>
1995 Autospecialty brake cable.	TX0004065687	06/15/1995	Power Stop, LLC
Super kit 1995. By Autospecialty, aT division of SBC, Ltd.	TX0004932928	05/26/1999	Power Stop, LLC
1982-1995 import/domestic brake parts.	TX0003987680	02/10/1995	Power Stop, LLC
Domestic brake parts: 1993/94. By Autospecialty, a division of SBC, Ltd.	TX0004932930	05/26/1999	Power Stop, LLC
Import/domestic brake parts thru 1982.	TX0004010958	02/10/1999	Power Stop, LLC
Domestic & import clutch parts, 1994.	TX0003778703	04/19/1994	Power Stop, LLC
Import brake parts, 1993. By Autospecialty, a division of SBC, Ltd.	TX0004932932	05/26/1999	Power Stop, LLC
Domestic brake parts : 1993/94.	TX0003799817	03/15/1994	Power Stop, LLC
Domestic and import clutch parts: 1993. By Autospecialty, a division of SBC, Ltd.	TX0004932931	05/26/1999	Power Stop, LLC
Domestic & import clutch sets: 1993	TX0003558339	03/29/1993	Power Stop, LLC

Title	Registration No.	Registration Date	Owner/ Applicant
Domestic & import clutch parts, 1993.	TX0003622233	08/10/1993	Power Stop, LLC
Import brake parts : 1992.	TX0003461040	12/24/1992	Power Stop, LLC
Autospecialty import brake parts, 1991.	TX0004988188	05/04/1999	Power Stop, LLC

Exhibit C

Possessory Collateral

**[see attached copies]**

## INTERCOMPANY NOTE

New York, New York  
October 19, 2018

FOR VALUE RECEIVED, each of the undersigned (and its successors), to the extent a borrower from time to time with respect to any loan or advance constituting Indebtedness (a "Loan") from any other entity listed on the signature pages hereto (each, in such capacity, a "Payor"), hereby promises to pay such other entity listed below (each, in such capacity, a "Payee") or its registered assigns, at the time specified on the Schedule attached hereto with respect to such Loan (or if there is no such Schedule, on demand or as otherwise agreed by such Payor and such Payee), and in lawful money of the United States of America, or in such other currency as agreed to by such Payor and such Payee, in immediately available or same day funds, as applicable, at such location as the applicable Payee shall from time to time designate, the unpaid principal amount of all Loans made by such Payee to such Payor. Each Payor promises also to pay interest, if any, on the unpaid principal amount of all such Loans in like money at said location from the date of such Loans until paid at such rate per annum as shall be reflected on the Schedule or as otherwise agreed upon from time to time by such Payor and such Payee. The terms and conditions of one or more Loans may (but are not required to) be set forth on the Schedule attached to this note (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Note") to memorialize the agreement of the Payor and Payee with respect to such Loan(s), in which case the terms and conditions specified in the Schedule shall govern as between the Payor and Payee unless otherwise agreed in writing between them.

Reference is made to that certain Credit Agreement, dated as of October 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Power Stop Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), Power Stop, LLC, an Illinois limited liability company ("Borrower"), the other Persons party thereto that are designated as a "Loan Party", each lending institution from time to time party thereto as lenders (collectively, the "Lenders" and individually, a "Lender"), Antares Capital LP, as Administrative Agent, and Antares Holdings LP, as a Lender, Swing Line Lender and an L/C Issuer. Unless otherwise specified, capitalized terms used in this Note and not otherwise defined herein have the meanings specified in the Credit Agreement.

Each Payee that is a Loan Party hereby acknowledges and agrees that after the occurrence and during the continuance of an Event of Default under the Credit Agreement and after notice from the Administrative Agent to such Payee, the Administrative Agent may exercise all rights provided in the Credit Agreement and the Security Agreement with respect to this Note.

Each Payee is hereby authorized (but not required) to record all Loans made by it to any Payor (all of which shall be evidenced by this Note), and all repayments or prepayments thereof, in its books and records, such books and records constituting prima facie evidence of the accuracy of the information contained therein.

Anything in this Note to the contrary notwithstanding, the Indebtedness evidenced by this Note owed by any Payor that is a Loan Party (an "Affected Payor") to any Payee that is not a Loan Party (an "Affected Payee") shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to all Obligations of such Affected Payor, including, without limitation, where applicable, under such Affected Payor's guarantee of the Obligations (the Obligations and the guarantee of the foregoing obligations are hereinafter collectively referred to as "Senior Indebtedness");

(i) In the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization or other similar proceedings in connection therewith, relative to any Affected Payor, or to its property, and in the event of any proceedings for voluntary liquidation, dissolution or other winding up of such Affected Payor (except as permitted under the Credit Agreement), whether or not involving insolvency or bankruptcy, then (x) the holders of Senior Indebtedness shall be paid in full in cash in respect of all amounts constituting Senior Indebtedness (other than (A) contingent obligations not then due and (B) Credit Product Obligations), and no Letter of Credit shall remain outstanding (unless the Outstanding Amount of the L/C Obligations related thereto has been Cash Collateralized or otherwise backstopped in a manner reasonably acceptable to the applicable L/C Issuer), before any Affected Payee is entitled to receive (whether directly or indirectly), or make any demands for, any payment on account of this Note and (y) until the holders of Senior Indebtedness are paid in full (other than (A) contingent obligations not then due and (B) Credit Product Obligations) in cash in respect of all amounts constituting Senior Indebtedness, and no Letter of Credit shall remain outstanding (unless the Outstanding Amount of the L/C Obligations related thereto has been Cash Collateralized or otherwise backstopped in a manner reasonably acceptable to the applicable L/C Issuer), any payment or distribution to which such Affected Payee would otherwise be entitled (other than (A) equity securities or (B) debt securities of such Affected Payor that are subordinated, to at least the same extent as this Note, to the payment of Senior Indebtedness then outstanding (such securities hereinafter referred to as "Restructured Debt Securities") in respect of this Note shall be made to the holders of Senior Indebtedness;

(ii) (x) if any Event of Default under the Credit Agreement occurs and is continuing with respect to any Senior Indebtedness and (y) the Administrative Agent thereunder delivers notice to the Borrower in accordance with the Security Agreement instructing the Borrower that the Administrative Agent is thereby exercising its rights pursuant to this clause (ii) then, unless agreed by the Administrative Agent, no payment or distribution of any kind or character shall be made by or on behalf of the Affected Payor or any other Person on its behalf, and no payment or distribution of any kind or character shall be received by or on behalf of the Affected Payee or any other Person on its behalf, with respect to this Note unless and until the holders of Senior Indebtedness have been paid in full in cash in respect of all amounts constituting Senior Indebtedness (other than (A) contingent obligations not then due and (B) Credit Product Obligations) and no Letter of Credit shall remain outstanding (unless the Outstanding Amount of the L/C Obligations related thereto has been Cash Collateralized or otherwise backstopped in a manner reasonably acceptable to the applicable L/C Issuer); and

(iii) if any payment or distribution of any character, whether in cash, securities or other property (other than Restructured Debt Securities), in respect of this Note shall (despite these subordination provisions) be received by any Affected Payee in violation of the foregoing clause (i) or (ii) before all Senior Indebtedness shall have been paid in full in cash (other than (A) contingent obligations not then due and (B) Credit Product Obligations), and no Letter of Credit shall remain outstanding (unless the Outstanding Amount of the L/C Obligations related thereto has been Cash Collateralized or otherwise backstopped in a manner reasonably acceptable to the applicable L/C Issuer), such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of Senior Indebtedness (or their representatives), in accordance with the relevant Loan Documents ratably according to the respective aggregate amounts remaining unpaid thereon, to the extent necessary to pay such Senior Indebtedness in full in cash.

To the fullest extent permitted by law, no present or future holder of Senior Indebtedness shall be prejudiced in its right to enforce the subordination of this Note by any act or failure to act on the part of any Affected Payor or by any act or failure to act on the part of such holder or any trustee or agent for such holder. Each Affected Payee and each Affected Payor hereby agrees that the subordination of this Note is for the benefit of the Administrative Agent, the L/C Issuer, the Swing Line Lender and each Lender (collectively, the "Senior Creditors") and that the Administrative Agent may, on behalf of itself,



and the other Senior Creditors, proceed to enforce the subordination provisions herein to the extent applicable.

Nothing contained in the subordination provisions set forth above is intended to or will impair, as between each Payor and each Payee, the obligations of such Payor, which are absolute and unconditional, to pay to such Payee the principal of and interest, if any, on this Note as and when due and payable in accordance with its terms, or is intended to or will affect the relative rights of such Payee and other creditors of such Payor other than the holders of Senior Indebtedness. Each Payee is hereby authorized (but not required) to record all Loans made by it to any Payor (all of which shall be evidenced by this Note), and all repayments or prepayments thereof, in its books and records, such books and records constituting prima facie evidence of the accuracy of the information contained therein. For the avoidance of doubt, this Note shall not in any way replace, or affect the principal amount of, any intercompany loan outstanding between any Payor and any Payee prior to the execution hereof, and to the extent permitted by applicable law, from and after the date hereof, each such intercompany loan shall be deemed to incorporate the terms set forth in this Note to the extent applicable and shall be deemed to be evidenced by this Note together with any documents and instruments executed prior to the date hereof in connection with such intercompany Indebtedness.

To the fullest extent permitted by law, each Payor hereby waives presentment, demand, protest or notice of any kind in connection with this Note. Except to the extent of any taxes required by law to be withheld, all payments under this Note shall be made without offset, counterclaim or deduction of any kind.

This Note shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Note shall inure to the benefit of each Payee and its successors and assigns, including subsequent holders hereof.

It is understood that this Note shall evidence only Indebtedness and not amounts owing in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money.

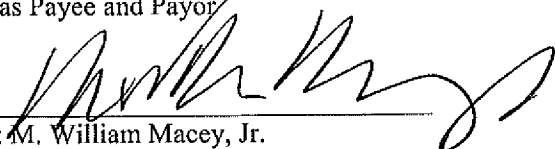
From time to time after the date hereof, and as may be reflected on the Schedule, if desired, additional Subsidiaries of Holdings may become parties hereto (as Payor and/or Payee, as the case may be) by executing a counterpart signature page to this Note (each additional Subsidiary, an "Additional Party"). Upon delivery of such counterpart signature page to the Payees, which shall automatically be incorporated into this Note, notice of which is hereby waived by the other Payors and Payees, each Additional Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such Additional Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Note shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Payor or Payee hereunder.

Indebtedness governed by this Note shall be maintained in "registered form" within the meaning of Section 163(f) of the Internal Revenue Code of 1986, as amended. The Payor or its designee (which shall, at the Administrative Agent's request, be the Administrative Agent, acting solely for these purposes as agent of the Payor) shall record the transfer of the right to payments of principal and interest on the Indebtedness governed by this Note to holders of the Senior Indebtedness in a register (the "Register"), and no such transfer shall be effective until entered in the Register.

THIS NOTE 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]

**POWER STOP INTERMEDIATE HOLDINGS,  
LLC, as Payee and Payor**

By:   
Name: M. William Macey, Jr.  
Title: President and Chief Executive Officer

**POWER STOP, LLC, as Payee and Payor**

By: \_\_\_\_\_  
Name: Arvin Scott  
Title: Chief Executive Officer

**B-TO-C BRAKES, LLC, as Payee and Payor**

By: Power Stop, LLC, as its Sole Manager

By: \_\_\_\_\_  
Name: Arvin Scott  
Title: Chief Executive Officer

**BRAKES BUSINESS, LLC, as Payee and Payor**

By: Power Stop, LLC, as its Sole Manager

By: \_\_\_\_\_  
Name: Arvin Scott  
Title: Chief Executive Officer

**PS E-COMMERCE ACQUISITION, LLC,  
as Payee and Payor**


By: Power Stop, LLC, as its Sole Manager

By: \_\_\_\_\_  
Name: Arvin Scott  
Title: Chief Executive Officer

**POWER STOP INTERMEDIATE HOLDINGS,  
LLC, as Payee and Payor**


By: \_\_\_\_\_  
Name: M. William Macey, Jr.  
Title: President and Chief Executive Officer

**POWER STOP, LLC, as Payee and Payor**

By:  \_\_\_\_\_  
Name: Arvin Scott  
Title: Chief Executive Officer


**B-TO-C BRAKES, LLC, as Payee and Payor**

By: Power Stop, LLC, as its Sole Manager

By:  \_\_\_\_\_  
Name: Arvin Scott  
Title: Chief Executive Officer

**BRAKES BUSINESS, LLC, as Payee and Payor**

By: Power Stop, LLC, as its Sole Manager

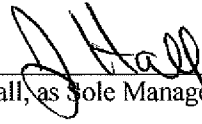
By:  \_\_\_\_\_  
Name: Arvin Scott  
Title: Chief Executive Officer

**PS E-COMMERCE ACQUISITION, LLC,  
as Payee and Payor**

By: Power Stop, LLC, as its Sole Manager

By:  \_\_\_\_\_  
Name: Arvin Scott  
Title: Chief Executive Officer

**BRAKE ROTOR AND DRUM PURCHASING,  
LLC, as Payee and Payor**



\_\_\_\_\_  
Jeff Hall, as Sole Manager,

[Signature Page to Global Intercompany Note]

**TRADEMARK  
REEL: 007570 FRAME: 0244**

ALLONGE TO INTERCOMPANY NOTE

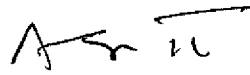
This ALLONGE TO INTERCOMPANY NOTE is attached to and made a part of that certain Intercompany Note, dated as of October 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note"), issued by Power Stop Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings") and certain Subsidiaries of Holdings from time to time party thereto in favor of Holdings and certain Subsidiaries of Holdings from time to time party thereto (Holdings and such other Subsidiaries of Holdings, and any successors and assigns of the foregoing, in such capacities, collectively, the "Holders"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Note. The outstanding principal amount owing from time to time under the Note may be evidenced on the books and records of each of the Holders, as more fully set forth in the Note.

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto \_\_\_\_\_ all of its right, title and interest in, to and under the Note as provided therein.

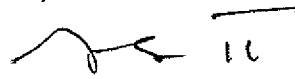
Dated as of \_\_\_\_\_, \_\_\_\_\_

*[Signature page follows.]*


**POWER STOP INTERMEDIATE HOLDINGS,  
LLC**

By:   
Name: Arvin Scott  
Title: Chief Executive Officer


**POWER STOP, LLC**

By:   
Name: Arvin Scott  
Title: Chief Executive Officer

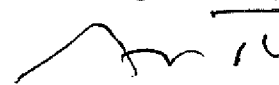
**B-to-C BRAKES, LLC**

By:   
Name: Arvin Scott  
Title: Chief Executive Officer

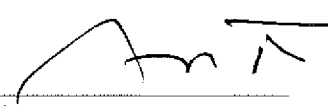
**BRAKES BUSINESS, LLC**

By:   
Name: Arvin Scott  
Title: Chief Executive Officer

**PS E-COMMERCE ACQUISITION, LLC**


By:   
Name: Arvin Scott  
Title: Chief Executive Officer

**BRAKE ROTOR AND DRUM PURCHASING, LLC**

By:   
Name: Arvin Scott  
Title: Chief Executive Officer

[Signature Page to Allonge to Intercompany Note]


**POWER STOP MANAGEMENT, INC.**

By:   
Name: Arvin Scott  
Title: Chief Executive Officer

[Signature Page to Global Intercompany Note]



**POWER STOP MANAGEMENT, INC.**

By:   
Name: Arvin Scott  
Title: Chief Executive Officer

[Signature Page to Allonge to Intercompany Note]