

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM712677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cardone Industries, Inc.		02/28/2022	Corporation:
Smart Choice, LLC		02/28/2022	Limited Liability Company:
ADP Distributors Inc.		02/28/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A.		
<b>Street Address:</b>	28 State Street		
<b>Internal Address:</b>	15th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87075481	CARDONE.COM	
<b>Serial Number:</b>	86438135	ULTRA C	
<b>Serial Number:</b>	86438118	CARDONE ULTRA	
<b>Serial Number:</b>	86415695	CARDONE SERVICE PLUS	
<b>Serial Number:</b>	86348549	CARDONE ENGINEERED FOR SUSTAINABILITY	
<b>Serial Number:</b>	85613418	MAGNA-PURE	
<b>Serial Number:</b>	85429003	OEM ORIGINAL EQUIPMENT REMANUFACTURED	
<b>Serial Number:</b>	85281207	3F FLUID/ FLUSH/ FILTER	
<b>Serial Number:</b>	85039037	MAGNA-PURE	
<b>Serial Number:</b>	78566466	CARDONE SELECT	
<b>Serial Number:</b>	78436414	ROTOMASTER	
<b>Serial Number:</b>	90095191	ASCENSION AUTO PARTS	
<b>Serial Number:</b>	90095206	ASCENSION AUTO PARTS	
<b>Serial Number:</b>	90605141	BENCH BUILT	
<b>Serial Number:</b>	90605121	BENCH BUILT	
<b>Serial Number:</b>	88255171	BLUE PHOENIX	

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Property Type	Number	Word Mark
Serial Number:	90755135	MODULUS PREMIUM STEERING SOLUTIONS
Serial Number:	90696958	PREDACOR
Serial Number:	87873861	ROTOMASTER
Serial Number:	90284532	ROTOMASTER

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212-294-2684

**Email:** trademarkny@winston.com

**Correspondent Name:** Laura M. Franco

**Address Line 1:** 101 California Street

**Address Line 2:** Winston & Strawn LLP

**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 85452.21

**NAME OF SUBMITTER:** Laura M. Franco

**SIGNATURE:** /Laura M. Franco by trademarkny/

**DATE SIGNED:** 03/07/2022

**Total Attachments: 12**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of February 28, 2022 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Citizens Bank, N.A. ("Citizens"), as Administrative Agent and Collateral Agent for the benefit of the Lenders (in such capacities, together with its successors and permitted assigns, the "Agent").

Introductory Statement

WHEREAS, pursuant to the Loan and Security Agreement dated as of September 30, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among CARDONE INDUSTRIES, INC., a Delaware corporation, ("Cardone"), SMART CHOICE, LLC, a Delaware limited liability company ("Smart Choice"), REMAN MANAGEMENT INTERNATIONAL LLC, a Pennsylvania limited liability company ("Reman"), TRIDONEX USA LLC, a Delaware limited liability company ("Tridonex") and GLOBAL REMAN. VENTURES, LLC, a Delaware limited liability company ("Global" and, together with Cardone, Smart Choice, Reman, Tridonex and any Additional Borrower that joins as a U.S. Borrower, each a "U.S. Borrower" and collectively, the "U.S. Borrowers"), 1137602 B.C. UNLIMITED LIABILITY COMPANY, an unlimited liability company organized under the laws of the province of British Columbia, Canada ("BC Unlimited"), CARDONE INDUSTRIES ULC, an unlimited liability company organized under the laws of the province of Nova Scotia, Canada, ("Cardone ULC" and together with BC Unlimited and any Additional Borrower that joins as a Canadian Borrower, each a "Canadian Borrower" and collectively, the "Canadian Borrowers"; the Canadian Borrowers and the U.S. Borrowers, each individually a "Borrower" and collectively, the "Borrowers"), the other Loan Parties party thereto, the Lenders from time to time party thereto and Citizens, individually as Lender, as Administrative Agent and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce Citizens to act in its respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby pledges,

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collaterally assigns and transfers to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act) and the Canadian Intellectual Property Office (except for any proposed-use trademark applications until submission and acceptance by the Canadian Intellectual Property Office of an amendment to allege use pursuant to applicable federal law), and all renewals thereof, including those listed on Schedule 1 (the "Trademarks");

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" or proposed-use basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office or an amendment to allege use is submitted to and accepted by the Canadian Intellectual Property Office, as applicable).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Lenders pursuant to the Loan Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in

connection with their Trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

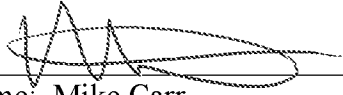
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 13.15.2 OF THE LOAN AGREEMENT (“CONSENT TO JURISDICTION, FORUM AND SERVICE OF PROCESS”) AND SECTION 13.16 OF THE LOAN AGREEMENT (“WAIVERS BY THE LOAN PARTIES”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 13.3, 13.4, 13.5, 13.7, 13.8 and 13.12 of the Loan Agreement (“Amendments and Waivers”; “Severability”; “Rights of Sale; Assignment; Participations”; “Execution in Counterparts”; “Notices and Communications”; “Entire Agreement”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

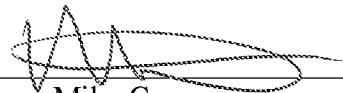
[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

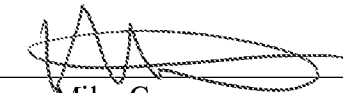
Cardone Industries, Inc., as Grantor

By   
Name: Mike Carr  
Title: CEO

Smart Choice, LLC, as Grantor

By   
Name: Mike Carr  
Title: President

ADP Distributors Inc., as Grantor

By   
Name: Mike Carr  
Title: President


SCHEDULE 1


TO

TRADEMARK SECURITY AGREEMENT

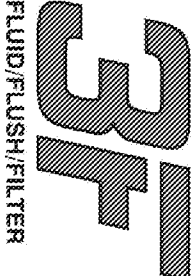

A. UNITED STATES

1. REGISTERED TRADEMARKS

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
1.	87075481	International Reg. No. 1335293	06-17-2016	CARDONE.COM	Cardone Industries, Inc.
2.	86438135	4842705	10-29-2014 / 10-27-2015	(ULTRA C)  <b>ULTRA</b> 	Cardone Industries, Inc.
3.	86438118	4864359	10-29-2014 / 12-01-2015	CARDONE ULTRA	Cardone Industries, Inc.
4.	86415695	4712636	10-06-2014 / 03-31-2015	(CARDONE SERVICE PLUS)	Cardone Industries, Inc.

U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
86348549	4886587	07-25-2014 / 01-12-2016	 <p>CARDONE ENGINEERED FOR SUSTAINABILITY</p>	Cardone Industries, Inc.
85613418	4267746	05-01-2012 / 01-01-2013	 <p>(MAGNA-PURE)</p>	Cardone Industries, Inc.
85429003	4146199	09-22-2011 / 05-22-2012	 <p>(OEM ORIGINAL EQUIPMENT REMANUFACTURED)</p>	Cardone Industries, Inc.



U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
8. 85281207	4059415	03-30-2011 / 11-22-2011	 <p>(3F FLUID/ FLUSH/ FILTER)</p>	Cardone Industries, Inc.
9. 85039037	3900016	05-14-2010 / 01-04-2011	<p>MAGNA-PURE</p>	Cardone Industries, Inc.
10. 78566466	3245426	02-14-2005 / 05-22-2007	 <p>(CARDONE SELECT)</p>	Cardone Industries, Inc.
11. 78436414	3410307	04-08-2008	<p>ROTOMASTER</p>	ADP Distributors Inc.



2. TRADEMARK APPLICATIONS

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
1.	90095191		08-05-2020	ASCENSION AUTO PARTS	Smart Choice, LLC
2.	90095206		08-05-2020	ASCENSION AUTO PARTS & Design	Smart Choice, LLC
3.	90605141		03-26-2021	BENCH BUILT	Smart Choice, LLC
4.	90605121		03-26-2021	BENCH BUILT Logo	Smart Choice, LLC
5.	88255171		01-09-2019 (abandoned)	BLUE PHOENIX	Cardone Industries, Inc.
6.	90755135		06-04-2021	Modulus Logo	Cardone Industries, Inc.
7.	90696958		05-07-2021	PREDACOR	ADP Distributors Inc.
8.	87873861		04-12-2018	ROTOMASTER	ADP Distributors Inc.
9.	90284532		10-28-2020	ROTOMASTER Logo	ADP Distributors Inc.

B. CANADA

1. REGISTERED TRADEMARKS

No.	Trademark	Status	Security	Owner of Record
1.	CARDONE Design <b>CARDONE</b>	Registered App 1852357 App 14-AUG-2017 Reg TMA1080631 Reg 21-JUL-2020	None	Cardone Industries, Inc.
2.	CARDONE Design <b>CARDONE</b>	Registered App 1852358 App 14-AUG-2017 Reg TMA1080626 Reg 21-JUL-2020	None	Cardone Industries, Inc.
3.	CARDONE ECO TURBO	Registered App 1883173 App 14-FEB-2018 Reg TMA1038625 Reg 09-JUL-2019	None	Cardone Industries, Inc.
4.	CARDONE ECO TURBO SYSTEMS	Registered App 1883178 App 14-FEB-2018 Reg TMA1039012 Reg 10-JUL-2019	None	Cardone Industries, Inc.
5.	CARDONE WE BUILD IT BETTER & Design <b>CARDONE</b> WE BUILD IT BETTER	Registered App 1861805 App 10-OCT-2017 Reg TMA1070404 Reg 22-JAN-2020	None	Cardone Industries, Inc.

No.	Trademark	Status	Security	Owner of Record
6.	CARDONE.COM	Registered App 1814825 App 19-DEC-2016 Reg TMA1064448 Reg 27-NOV-2019	None	Cardone Industries, Inc.
7.	FEROCE PERFORMANCE	Registered App 1897958 App 08-MAY-2018 Reg 1093692 Reg 16-FEB-2021	None	Cardone Industries, Inc.
8.	FEROCE PERFORMANCE & Design 	Registered App 1916410 App 23-AUG-2018 Reg 1093419 Reg 10-FEB-2021	None	Cardone Industries, Inc.
9.	TOTAL ECLIPSE & Design 	Registered App 1896746 App 01-MAY-2018 Reg TMA1086602 Reg 30-OCT-2020	None	Cardone Industries, Inc.
10.	ASCENSION AUTO PARTS	Formalized (Pending) App 2044409 App 06-AUG-2020	None	Smart Choice, LLC

No.	Trademark	Status	Security	Owner of Record
11.	ASCENSION AUTO PARTS & Design	Formalized (Pending) App 2044410 App 06-AUG-2020	None	Smart Choice, LLC
12.	BENCH BUILT	Formalized (Pending) App 2095405 App 29-MAR-2021	None	Smart Choice, LLC
13.	BENCH BUILT Logo	Formalized (Pending) App 2095404 App 29-MAR-2021	None	Smart Choice, LLC
14.	BLUE PHOENIX	Formalized (Searched) App 1940077 App 10-JAN-2019	None	Cardone Industries, Inc.
15.	PREDACOR	Formalized (Pending) App 2105536 App 7-MAY-2021	None	ADP Distributors Inc.

No.	Trademark	Status	Security	Owner of Record
16.	ROTOMASTER	Formalized (Pending) App 1893584 App 13-APR-2018	None	ADP Distributors Inc.
17.	ROTOMASTER Logo	Formalized (Pending) App 2060500 App 29-OCT-2020	None	ADP Distributors Inc.
18.	Rotomaster Logo	Formalized (Pending) App 2130605 App 1-SEP-2021	None	ADP Distributors Inc.
19.	ROTOMASTER Logo (w/Tagline)	Formalized (Pending) App 2060501 App 29-OCT-2020	None	ADP Distributors Inc.

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