

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auto Air Export, Inc.		03/31/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75213224	OMEGA ENVIRONMENTAL TECHNOLOGIES	
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>			
Phone:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	c/o Latham & Watkins 330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0653		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	03/31/2022		
Total Attachments: 6			
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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 31, 2022, is made by AP Air, LLC, a Delaware limited liability company, Auto Air Export, Inc., a Texas corporation, Global Parts Distributors, LLC, a Delaware limited liability company, MEI Corporation, LLC, a Delaware limited liability company, Meridian Rack & Pinion, LLC, a Delaware limited liability company, Omega Acquisition Corp., a Delaware corporation and Santech Industries, LLC, a Delaware limited liability company (each individually a “Grantor”, and collectively, the “Grantors”), in favor of Antares Capital LP, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, OMEGA PARENT LLC, a Delaware limited liability company (“Holdings”), TIMEPIECE MERGER SUB LLC, a Delaware limited liability company (“Merger Sub” and, prior to the consummation of the Merger, the Borrower), OAC HOLDINGS I CORP, a Delaware corporation (the “Company” and, upon the consummation of the Merger, the Borrower), the several lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Antares Capital LP, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Security Agreement, dated as of March 31, 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

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 certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and 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, and if not defined therein, in the Credit Agreement.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, to the extent they constitute Collateral and are not Excluded Property, (including, without limitation, those items listed on Schedule A hereto) and the right to receive all Proceeds therefrom, to the Collateral Agent for the benefit of the Secured Parties 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademarks.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. 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 Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


5. Termination. This Agreement shall terminate and the lien on and the security interest in the Trademarks shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by such Grantor to evidence and record the release of the lien on and security interests in the Trademarks granted herein.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

7. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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.

AP AIR, LLC,
AUTO AIR EXPORT, INC.,
GLOBAL PARTS DISTRIBUTORS, LLC,
MEI CORPORATION, LLC,
MERIDIAN RACK & PINION, LLC,
OMEGA ACQUISITION CORP.,
SANTECH INDUSTRIES, LLC,
as the Grantors

By: 
Name: Justin Brown
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007676 FRAME: 0674

ANTARES CAPITAL LP
as the Collateral Agent

By: *Kirk E. Sonnefeld*
Name: Kirk Sonnefeld
Title: Duly Authorized Signatory



[Signature Page to Grant of Security Interest in Trademarks Rights]

TRADEMARK
REEL: 007676 FRAME: 0675

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
AP Air, LLC	88290907	5866546	AP AIR INC. and Design 
AP Air, LLC	86741444	5120490	ALUMI-TECH
AP Air, LLC	88041409	5802113	INFERNO CAB HEATERS BY UNIVERSAL PARTS and Design 
Auto Air Export, Inc.	75213224	2136944	OMEGA ENVIRONMENTAL TECHNOLOGIES and Design 
Global Parts Distributors, LLC	77719470	3895935	GLOBAL PARTS DISTRIBUTORS, LLC
Global Parts Distributors, LLC	77719506	3830199	GPD
Global Parts Distributors, LLC	77719700	3816396	Design Only 
MEI Corporation, LLC	85188020	4027115	COOL STAR
MEI Corporation, LLC	77814122	3833911	TRUCK AIR PARTS and Design 
MEI Corporation, LLC	77814129	3861897	MEI CORPORATION and Design 
MEI Corporation, LLC	77814136	3833912	AIRSOURCE and Design 
MEI Corporation, LLC	77814154	3833913	MEI CORPORATION
MEI Corporation, LLC	77087014	3285386	TTA/C (Stylized) 
MEI Corporation, LLC	78488594	3040762	MAG
MEI Corporation, LLC	78488598	3023468	AIR CONNECTION
MEI Corporation, LLC	78488602	3049620	AIR CENTRAL
MEI Corporation, LLC	78488608	3049621	ELITE AIR
MEI Corporation, LLC	74515543	2026259	AIRSOURCE
MEI Corporation, LLC	74238915	1827372	TRUCK AIR PARTS
MEI Corporation, LLC	86846894	5362298	APEX (Stylized) 
MEI Corporation, LLC	86527374	4821828	QCC
MEI Corporation, LLC	86525070	4825995	IDEAL AIR

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
MEI Corporation, LLC	86525071	4825996	IDEAL AIR and Design 
Meridian Rack & Pinion LLC	85792135	4457737	EASY TO BUY AUTO PARTS
Meridian Rack & Pinion LLC	85504087	4405428	CARPARTSWAREHOUSE.COM
Meridian Rack & Pinion LLC	85504158	4209158	DISCOUNTAPARTS.COM
Meridian Rack & Pinion LLC	85504173	4190279	MERIDIAN AUTO PARTS
Meridian Rack & Pinion LLC	85504110	4209157	TURBOCHARGERPROS.COM
Meridian Rack & Pinion LLC	90857987	--	BUYAUTOPARTS!
Meridian Rack & Pinion LLC	90841172	--	GREATAUTOPARTS
Meridian Rack & Pinion LLC	86275821	4778564	DURALO
Meridian Rack & Pinion LLC	85616283	4271328	CAR PART KINGS
Meridian Rack & Pinion LLC	85822836	4544426	STIGAN
Omega Acquisition Corp.	87315077	5410361	MASTERTECH
Santech Industries, LLC	76009651	2606111	MASTER TECHNICIAN SERIES
Santech Industries, LLC	76009665	2574679	MASTER TECHNICIAN SERIES
Santech Industries, LLC	76010583	2576818	MASTER TECHNICIAN SERIES
Santech Industries, LLC	76009664	2657743	MASTER TECHNICIAN
Santech Industries, LLC	75838940	2497656	MASTERCHEM and Design 
Santech Industries, LLC	75838941	2497657	MASTERCHEM
Santech Industries, LLC	75377194	2325170	SANTECH