

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 7405/0819

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Administrative Agent		03/31/2022	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Meridian Rack & Pinion, LLC
Street Address:	9980 Huennekens St
Internal Address:	Ste 200
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4544426	STIGAN
Registration Number:	4457737	EASY TO BUY AUTO PARTS
Registration Number:	4190279	MERIDIAN AUTO PARTS
Registration Number:	4209158	DISCOUNTACPARTS.COM
Registration Number:	4209157	TURBOCHARGERPROS.COM
Registration Number:	4405428	CARPARTSWAREHOUSE.COM
Registration Number:	4778564	DURALO
Registration Number:	4271328	CAR PART KINGS

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

Address Line 4: San Francisco, CALIFORNIA 94104

CH \$215.00 4544426

ATTORNEY DOCKET NUMBER:	35981-150
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	03/31/2022

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of March 31, 2022 (this “Release”), is made by Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties in favor of Meridian Rack & Pinion, LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement dated as of February 8, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, Grantor entered into a Guaranty and Security Agreement dated as of August 19, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) by and among the Grantors party thereto and Administrative Agent pursuant to which Grantor pledged its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, Grantor and Administrative Agent were parties to that certain Trademark Security Agreement, dated as of August 26, 2021 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted a security interest and Lien upon (the “Security Interest”) to Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I attached hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 27, 2021 at Reel 7405, Frame 0819; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Administrative Agent hereby states as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Release of Security Interest in Trademark Collateral. Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (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, without limitation, 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.

Section 3. Further Assurances. Administrative Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

Section 4. Governing Law. 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as of the day and year first above written.

Very truly yours,

ANTARES CAPITAL LP, as Administrative Agent

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

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Company	Registration No.	Registration Date
STIGAN	USA	Meridian Rack & Pinion, LLC	4544426	6/3/2014
Easy to Buy Auto Parts	USA	Meridian Rack & Pinion, LLC	4457737	12/31/2013
Meridian Auto Parts	USA	Meridian Rack & Pinion, LLC	4190279	8/14/2012
discountaparts.com	USA	Meridian Rack & Pinion, LLC	4209158	9/18/2012
turbochargerpros.com	USA	Meridian Rack & Pinion, LLC	4209157	9/18/2012
carpartswarehouse.com	USA	Meridian Rack & Pinion, LLC	4405428	9/24/2013
DURALO	USA	Meridian Rack & Pinion, LLC	4778564	7/21/2015
CAR PART KINGS	USA	Meridian Rack & Pinion, LLC	4271328	1/8/2013