

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1A Auto, Inc.		04/29/2022	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	20 Cabot Road		
City:	Medford		
State/Country:	MASSACHUSETTS		
Postal Code:	02155		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5425357	TRQ	
Registration Number:	5921317	TRQ	
Registration Number:	5100298	1A AUTO	
Registration Number:	5298334	TRAIL RIDGE	
Registration Number:	5777197	ENGINE NOISE	
Registration Number:	5454943	NOT ALL PARTS ARE CREATED EQUAL	
Registration Number:	5829281	TRAIL RIDGE	
Registration Number:	5154460	AM AFTERMARKET AUTOPARTS	
Registration Number:	3178129	1A AUTO	
Serial Number:	90581906	TRQ	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$265.00 5425357

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	05/02/2022
Total Attachments: 5 source=EXECUTED - 1A Auto - Trademark Security Agreement#page1.tif source=EXECUTED - 1A Auto - Trademark Security Agreement#page2.tif source=EXECUTED - 1A Auto - Trademark Security Agreement#page3.tif source=EXECUTED - 1A Auto - Trademark Security Agreement#page4.tif source=EXECUTED - 1A Auto - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2022 (as amended, restated, supplemented or otherwise modified, this "Agreement"), by and between 1A AUTO, INC., a Massachusetts corporation (the "Grantor") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of April 28, 2022 among 1A AUTO, INC., a Massachusetts corporation, and 1A AUTO, LLC, a Massachusetts limited liability company (the "Borrowers"), the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of April 28, 2022, by and among the Borrowers and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, 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, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

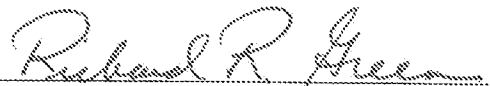
5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR

IA AUTO, INC.

By: 
Name: Richard R. Green
Title: President and CEO

CITIZENS BANK, N.A., as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR

IA AUTO, INC.

By: _____
Name: Richard R. Green
Title: President and CEO

CITIZENS BANK N.A., as Administrative Agent

By: _____
Name: 
Title: 

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

<u>Serial No</u>	<u>Reg No.</u>	<u>Mark</u>	<u>Status</u>
US90581906	none	TRQ	pending
US87976779	5425357	TRQ	registered
US87292290	5921317	TRQ	registered
US87024391	5100298	1A AUTO	registered
US87975637	5298334	TRAIL RIDGE	registered
US87920168	5777197	ENGINE NOISE	registered
	5454943	NOT ALL PARTS ARE CREATED	
US87420047		EQUAL	registered
US87081246	5829281	TRAIL RIDGE	registered
	5154460	AM AFTERMARKET	
US87030715		AUTOPARTS	registered
US78546123	3178129	1A AUTO	registered
	WO1653140	TRQ	registered
	WO1324453	1A Auto	registered
	WO1326854	TRAIL RIDGE	registered