

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Auto-Vehicle Parts LLC		05/05/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Varagon Capital Partners Agent, LLC, as Administrative Agent		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5653973	FT WEB AUVECO'S FASTRACK WEB BODYSHOP CO	
<b>Registration Number:</b>	5785575	THE ENCYCLOPEDIA OF THE AUTOMOTIVE BODY	
<b>Registration Number:</b>	5785574	THE ENCYCLOPEDIA OF THE AUTOMOTIVE BODY	
<b>Registration Number:</b>	4707427	MASTERPLUG	
<b>Registration Number:</b>	6433218	MASTERPLUG	
<b>Registration Number:</b>	3201102	CAR-PAK	
<b>Registration Number:</b>	3388008	AU-VE-CO	
<b>Registration Number:</b>	0834237	AU-VE-CO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		

CH \$215.00 5653973

<b>DATE SIGNED:</b>	05/05/2022
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**Total Attachments: 5**

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**NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS**

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “**Notice of Grant of a Security Interest—Trademarks**”) is made as of May 5, 2022, by Auto-Vehicle Parts LLC, a Delaware limited liability company (the “**Grantor**”) in favor of Varagon Capital Partners Agent, LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “**Grantee**”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 5, 2022 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the United States Trademarks (other than any “intent-to-use” application for registration of a Trademark), together with, among other things, the goodwill of the business symbolized by such Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

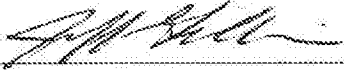
This Notice of Grant of a Security Interest—Trademarks shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

This Notice of Grant of a Security Interest—Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**Auto-Vehicle Parts LLC, AS GRANTOR**

By:   
Name: Jeff Gilkinson  
Title: Chief Executive Officer

**SCHEDULE A  
TO  
NOTICE OF GRANT OF A SECURITY INTEREST**

**1. Trademark Registrations**

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
FT WEB AUVECO'S FASTRACK WEB BODYSHOP COST RECOVERY SYSTEM and Design  	87-912375 / May 8, 2018	5653973 / January 15, 2019	Registered	Auto-Vehicle Parts LLC (Delaware LLC) 100 Homan Drive, Cold Spring, KY 41076
THE ENCYCLOPEDIA OF THE AUTOMOTIVE BODY HARDWARE INDUSTRY	88-073963 / August 10, 2018	5785575 / June 25, 2019	Registered	Auto-Vehicle Parts LLC (Delaware LLC) 100 Homan Drive, Cold Spring, KY 41076
THE ENCYCLOPEDIA OF THE AUTOMOTIVE BODY HARDWARE INDUSTRY	88-073953 / August 10, 2018	5785574 / June 25, 2019	Registered	Auto-Vehicle Parts LLC (Delaware LLC) 100 Homan Drive, Cold Spring, KY 41076
MASTERPLUG	86-343190 / July 21, 2014	4707427 / March 24, 2015	Registered	Auto-Vehicle Parts LLC (Delaware LLC) 100 HOMAN DRIVE, Cold Spring, KY 41076
MASTERPLUG	90-289119 / October 30, 2020	6433218 / July 27, 2021	Registered	Auto-Vehicle Parts LLC (Delaware LLC) 100 Homan Drive, Cold Spring, KY 41076

CAR-PAK	78-756341 / November 17, 2005	3201102 / January 23, 2007	Renewed	Auto-Vehicle Parts LLC (Delaware LLC) 100 Homan Drive, Cold Spring, KY 41076
AU-VE-CO	77-173312/ May 4, 2007	3388008 / February 26, 2008	Renewed	Auto-Vehicle Parts LLC (Delaware LLC) 100 Homan Drive, Cold Spring, KY 41076
AU-VE-CO	72-262998 / January 23, 1967	0834237 / August 29, 1967	Renewed	Auto-Vehicle Parts LLC (Delaware LLC) 100 Homan Drive, Cold Spring, KY 41076

2. **Trademark Applications**

None.