

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744971

<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>
MIDWEST TRUCK & AUTO PARTS, LLC, as successor in interest to Midwest Truck & Auto Parts, Inc.		08/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as Administrative Agent		
<b>Street Address:</b>	430 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3294953	WORLD AMERICAN	
<b>Registration Number:</b>	1404815	MOTIVE GEAR	
<b>Registration Number:</b>	2034591	MOTIVE GEAR PERFORMANCE	
<b>Registration Number:</b>	3658641	EXCEL	
<b>Registration Number:</b>	2199586	LOCK-RIGHT	
<b>Registration Number:</b>	2205169	POWERTRAX	
<b>Registration Number:</b>	4267151	MIDWEST TRUCK & AUTO PARTS INC.	
<b>Registration Number:</b>	4260436	TEN FACTORY	
<b>Registration Number:</b>	4330314	NO-SLIP TRACTION SYSTEM	
<b>Registration Number:</b>	4319892	RICHMOND	
<b>Registration Number:</b>	4205648	SOURCE INTERNATIONAL	
<b>Registration Number:</b>	4264375	ZYTANIUM	
<b>Registration Number:</b>	4895138	MOTIVE GEAR	
<b>Registration Number:</b>	5090022	EZ LINK	
<b>Registration Number:</b>	5593771	GDP	
<b>Registration Number:</b>	6719336	RGI-5	

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**CORRESPONDENCE DATA****Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 096939-31020**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 08/01/2022**Total Attachments: 5**

source=S&amp;S - Trademark Security Agreement (Midwest Truck &amp; Auto Parts, LLC) (Executed) 4895-8745-2972 1 #page1.tif

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source=S&amp;S - Trademark Security Agreement (Midwest Truck &amp; Auto Parts, LLC) (Executed) 4895-8745-2972 1 #page4.tif

source=S&amp;S - Trademark Security Agreement (Midwest Truck &amp; Auto Parts, LLC) (Executed) 4895-8745-2972 1 #page5.tif

**Intellectual Property Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of August 1, 2022 (this “*Trademark Security Agreement*”), is made by MIDWEST TRUCK & AUTO PARTS, LLC, a Delaware limited liability company, successor in interest to Midwest Truck & Auto Parts, Inc. (the “*Grantor*”), in favor of CHURCHILL AGENCY SERVICES LLC, as administrative agent and collateral agent (in such respective capacities, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below

**WHEREAS**, ASH INTERMEDIATE HOLDINGS LP, a Delaware limited partnership, RA PARENT HOLDINGS LP, a Delaware limited partnership (the “*Borrower*”) the financial institutions from time to time parties thereto as lenders (the “*Lenders*”), and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the “*Credit Agreement*”);

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain other Persons, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “*Guaranty and Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

**Section 2** **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity), by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

- (i) all of its Trademark registrations and Trademark applications referred to on Schedule I hereto, excluding any intent-to-use trademark applications that are Excluded Assets;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iv) 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** **Guaranty and Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4** **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 5** **Governing Law.** This Trademark Security Agreement 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.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MIDWEST TRUCK & AUTO PARTS, LLC**

By: *Daniel J Hoffman*  
Name: Daniel J. Hoffman  
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:


**ADMINISTRATIVE AGENT:**

**CHURCHILL AGENCY SERVICES LLC,**  
as Administrative Agent

By: Jill White  
Name: Jill White  
Title: Managing Director

**SCHEDULE I**

**Trademarks**

<b>Mark</b>	<b>Registration No./ Application No.</b>	<b>Country</b>	<b>Renewal Deadline Next action deadline</b>
WORLD AMERICAN	3,294,953	US	9/18/2027
MOTIVE GEAR	1,404,815	US	8/12/2026
MOTIVE GEAR PERFORMANCE	2,034,591	US	1/28/2027
EXCEL	3,658,641	US	7/21/2029
LOCK-RIGHT	2,199,586	US	10/27/2028
POWERTRAX	2,205,169	US	11/24/2028
 MIDWEST TRUCK & AUTO PARTS INC. & Design	4,267,151	US	1/1/2023
TEN FACTORY	4,260,436	US	12/18/2022
NO-SLIP TRACTION SYSTEM	4,330,314	US	5/7/2023
RICHMOND	4,319,892	US	4/16/2023
SOURCE INTERNATIONAL	4,205,648	US	9/11/2022
ZYTANIUM	4,264,375	US	12/25/2022
MOTIVE GEAR	4,895,138	US	2/2/2026
EZ LINK	5,090,022	US	11/29/2022
GDP	5,593,771	US	10/30/2024
RGI-5	6,719,336	US	5/3/2023