

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759118

<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>
Genuine Replacement Parts, LLC		10/03/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC, as Administrative Agent		
<b>Street Address:</b>	200 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5697113	GRP	
<b>Registration Number:</b>	5682427	GENUINE REPLACEMENT PARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8448182387		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Connecticut Avenue NW		
<b>Address Line 2:</b>	Suite 712		
<b>Address Line 4:</b>	Washington, NEW YORK 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1804911		
<b>NAME OF SUBMITTER:</b>	Theresa Volano		
<b>SIGNATURE:</b>	/Theresa Volano/		
<b>DATE SIGNED:</b>	10/04/2022		
<b>Total Attachments: 4</b>			
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source=#96202771v1 - (Parts Town (Berkshire) - Trademark IPSA (Genuine Replacement Parts) - Filing)#page3.tif			

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of October 3, 2022, by Genuine Replacement Parts, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including those listed on Schedule I attached hereto, and all goodwill connected with the use of and symbolized thereby.

SECTION 3. The 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, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

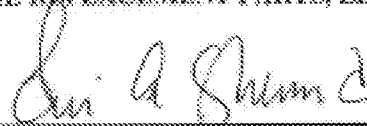
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

GENUINE REPLACEMENT PARTS, LLC

By:



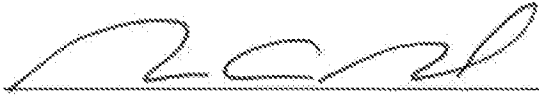
Name: Lori A. Sherwood

Title: Chief Financial Officer

*[Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007856 FRAME: 0277**

**GOLUB CAPITAL MARKETS LLC,**  
as Administrative Agent

By:   
Name: Marc C. Robinson  
Title: Senior Managing Director

*[Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007856 FRAME: 0278**

**Schedule I**  
**Trademark Registrations and Use Applications**

**UNITED STATES TRADEMARKS:**

Registrations and Applications:

<b>Credit Party/Owner</b>	<b>Serial Number</b>	<b>Registration (Application) Number</b>	<b>Mark</b>	<b>Status</b>
Genuine Replacement Parts, LLC	88061216	5697113	GRP	Registered 3/12/2019
Genuine Replacement Parts, LLC	88061232	5682427	GENUINE REPLACEMENT PARTS	Registered 2/19/2019