

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759405

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (ABL)		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TexTrail, Inc.		10/05/2022	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Collateral Agent		
<b>Street Address:</b>	320 S. Canal Street, 16th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6272060	PARTSPRO+PLUS	
<b>Registration Number:</b>	5735461	TEXTRAIL TRAILER PARTS	
<b>Registration Number:</b>	5735462	TEXTRAIL TRAILER PARTS	
<b>Registration Number:</b>	5679759	TEXTRAIL TRAILER PARTS	
<b>Registration Number:</b>	5045640	UNITED TRAILER PARTS	
<b>Registration Number:</b>	5045641	UNITED TRAILER PARTS	
<b>Registration Number:</b>	5443806	TRAILER TOUGH COMMERCIAL GRADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		

OP \$190.00 6272060

<b>DATE SIGNED:</b>	10/06/2022
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**Total Attachments: 6**

- source=a11. DexKo - US ABL Trademark Security Agreement [TO BE FILED]#page1.tif
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ABL TRADEMARK SECURITY AGREEMENT dated as of October 5, 2022 (this “Agreement”), among TEXTRAIL, INC. (the “Grantor”) and BMO HARRIS BANK N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the ABL Collateral Agreement dated as of October 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Applicable Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Grantor from its obligations and/or release of the Trademark Collateral under the

Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.


SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this ABL Trademark Security Agreement with the U.S. Patent and Trademark Office.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

TEXTRAIL, INC., as Grantor

By: 

Name: Steven Esau





Title: Vice President and Secretary

BMO HARRIS BANK N.A., as Collateral Agent

By:   
Name: Brittany Morrissey  
Title: Director

[Signature Page to the ABL Trademark Security Agreement]

TRADEMARK COLLATERAL

Grantor	Registered Trademark	Serial Number	Registration Number	Registration Date
TexTrail, Inc.	PARTSPRO+PLUS and Design 	90053901	6272060	2/16/2021
TexTrail, Inc.	TEXTRAIL TRAILER PARTS and Design 	5735461	5735461	4/23/2019
TexTrail, Inc.	TEXTRAIL TRAILER PARTS and Design 	88017386	5735462	4/23/2019
TexTrail, Inc.	TEXTRAIL TRAILER PARTS	88017601	5679759	2/19/2019
TexTrail, Inc.	UNITED TRAILER PARTS	86949056	5045640	9/20/2016
TexTrail, Inc.	UNITED TRAILER PARTS and Design 	86949087	5045641	9/20/2016
TexTrail, Inc.	TRAILER TOUGH COMMERCIAL GRADE	86878581	5443806	4/10/2018

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

TexTrail, Inc.

- Individual(s)
- Partnership
- Corporation- State: Texas
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 5, 2022

- Assignment
- Security Agreement
- Other Security Agreement (ABL)
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Collateral Agent

Street Address: 320 S. Canal Street, 16th Floor

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Dexko (08490.0143 ABL)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Doris Ka

Signature

October 5, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450