

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICAHN AUTOMOTIVE GROUP LLC		01/30/2023	Limited Liability Company:
JBRE LLC		01/30/2023	Limited Liability Company:
PB ACQUISITION COMPANY FLORIDA LLC		01/30/2023	Limited Liability Company:
THE PEP BOYS - MANNY, MOE & JACK LLC		01/30/2023	Limited Liability Company:
AAMCO TRANSMISSIONS, LLC		01/30/2023	Limited Liability Company:
COTTMAN TRANSMISSION SYSTEMS, LLC		01/30/2023	Limited Liability Company:
PRECISION FRANCHISING LLC		01/30/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Icahn Enterprises Holdings, L.P.		
Street Address:	16690 Collins Ave., PH-1		
City:	Sunny Isles Beach		
State/Country:	FLORIDA		
Postal Code:	33160		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	860330	AAMCO	
Registration Number:	3875638	AAMCO TRANSMISSIONS TOTAL CAR CARE	
Registration Number:	851209	AAMCO	
Registration Number:	2142232		
Registration Number:	1107524	AAMCO TRANSMISSIONS WORLD'S LARGEST TRAN	
Registration Number:	2179649	DIRECTECH	
Registration Number:	2144306		
Registration Number:	2586742	POWER PURGE	
Registration Number:	5127432	COTTMAN TRANSMISSION AND TOTAL AUTO CARE	

CH \$1290.00 860330

Property Type	Number	Word Mark
Registration Number:	2906318	COTTMAN TRANSMISSION
Registration Number:	5335044	
Registration Number:	817999	COTTMAN
Registration Number:	1012437	COTTMAN MAN
Registration Number:	4025374	COTTMAN TOTAL AUTO CARE AND TRANSMISSION
Registration Number:	4809676	STILL THE MAN
Registration Number:	1991413	TRANSCHECK 21 PLUS
Registration Number:	2143169	TRANSMISSION PHYSICIAN
Registration Number:	5729086	WD WHOLESALE DIRECT AUTO PARTS
Registration Number:	3678798	JUST BRAKES STOP
Registration Number:	3626285	JUST BRAKES
Registration Number:	3612213	WE REALLY DO CARE
Registration Number:	3023685	CAR CARE WITH INTEGRITY
Registration Number:	503440	CORNELL
Registration Number:	1395353	
Registration Number:	3060724	
Registration Number:	3492125	
Registration Number:	1562599	
Registration Number:	1883212	PEP BOYS
Registration Number:	4517599	PEP BOYS
Registration Number:	4501699	PEP BOYS
Registration Number:	2977954	PEPBOYS AUTO
Registration Number:	3970422	PEPBOYS AUTO
Registration Number:	310199	THE PEP BOYS MANNY MOE JACK
Registration Number:	1997613	1-800-PEPBOYS
Registration Number:	1788816	CADET
Registration Number:	778767	CORNELL FUTURA
Registration Number:	1582462	FUTURA
Registration Number:	2454578	FUTURA
Registration Number:	1420631	MANNY MOE & JACK
Registration Number:	1562597	MANNY, MOE & JACK
Registration Number:	1472747	PEP BOYS
Registration Number:	1288346	PEP BOYS
Registration Number:	1562598	PEP BOYS
Registration Number:	2036750	PEP BOYS
Registration Number:	5895924	PEP BOYS
Registration Number:	2828367	PEP EXPRESS PARTS
Registration Number:	2408968	PEPBOYS.COM

Property Type	Number	Word Mark
Registration Number:	5928942	QUICK ASSIST
Registration Number:	3015281	PRECISION TUNE AUTO CARE
Registration Number:	2125311	PRECISION TUNE AUTO CARE
Registration Number:	3991603	SOFTWRENCH

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:	101389-30020
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	02/03/2023

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of January 30, 2023, is made by the entities listed as Grantors on the signature pages hereto (each, a “Grantor” and collectively, “Grantors”), in favor of Icahn Enterprises Holdings, L.P., a Delaware limited partnership (the “Lender”).

Grantors have executed and delivered a Pledge and Security Agreement, dated as of January 30, 2023, with and in favor of the Lender for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”). Grantors have pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of the Lender, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantors, 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 each such Grantor, hereby pledge and grant to the Lender a continuing security interest in, all of the Grantors’ right, title and interest in, to and under the following Collateral of each such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all trademark licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) 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.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The

Pledge and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

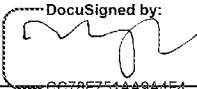
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

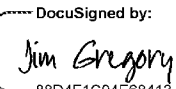
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

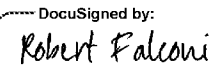
ICAHN AUTOMOTIVE GROUP LLC
JBRE LLC
PB ACQUISITION COMPANY FLORIDA LLC
THE PEP BOYS - MANNY, MOE & JACK LLC,
as Grantors

DocuSigned by:

By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

AAMCO TRANSMISSIONS, LLC
COTTMAN TRANSMISSION SYSTEMS, LLC,
as Grantors

DocuSigned by:

By: _____
Name: James Gregory
Title: President & Chief Executive Officer


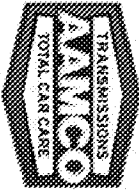
PRECISION FRANCHISING LLC, as a Grantor

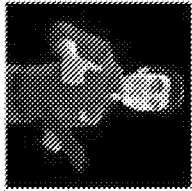


DocuSigned by:

By: _____
Name: Robert R. Falconi
Title: Chief Executive Officer, President and
Chief Financial Officer






ICAHN ENTERPRISES HOLDINGS, L.P., as
Lender






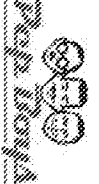


DocuSigned by:
By: Ted Papapostolou
Name: Ted Papapostolou
Title: Chief Financial Officer


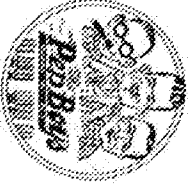
Schedule I

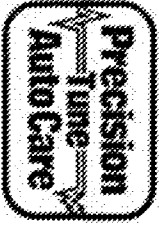
Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
UNITED STATES		28 Dec 1967	72/287,709	12 Nov 1968	860,330	REGISTERED	AAMCO Transmissions, LLC
UNITED STATES		01 Oct 2009	77/839,471	16 Nov 2010	3,875,638	REGISTERED	AAMCO Transmissions, LLC
UNITED STATES	AAMCO	26 Dec 1967	72/287,501	18 Jun 1968	851,209	REGISTERED	AAMCO Transmissions, LLC
UNITED STATES	AAMCO DOUBLE A BEEP BEEP M C O SOUND MARK	05 Dec 1996	75/208,671	10 Mar 1998	2,142,232	REGISTERED	AAMCO Transmissions, LLC
UNITED STATES	AAMCO TRANSMISSIONS WORLD'S LARGEST TRANSMISSION SPECIALISTS & DESIGN	23 Jan 1978	73/156,306	28 Nov 1978	1,107,524	REGISTERED	AAMCO Transmissions, LLC
UNITED STATES	DIRECTECH	25 Sep 1996	75/293,405	04 Aug 1998	2,179,649	REGISTERED	AAMCO Transmissions, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
UNITED STATES	DOUBLE A BEEP BEEP MCO SPOKEN WORD	05 Dec 1996	75/209,030	17 Mar 1998	2,144,306	REGISTERED	AAMCO Transmissions, LLC
UNITED STATES	POWER PURGE	15 Nov 1999	75/849,786	25 Jun 2002	2,586,742	REGISTERED	AAMCO Transmissions, LLC
UNITED STATES		13 May 2016	87/036,823	24 Jan 2017	5,127,432	REGISTERED	Cottman Transmission Systems, LLC
UNITED STATES		21 May 2003	78/252,699	30 Nov 2004	2,906,318	REGISTERED	Cottman Transmission Systems, LLC
UNITED STATES		18 Apr 2017	87/415,648	14 Nov 2017	5,335,044	REGISTERED	Cottman Transmission Systems, LLC
UNITED STATES	COTTMAN	28 Jul 1965	72/224,397	01 Nov 1966	817,999	REGISTERED	Cottman Transmission Systems, LLC
UNITED STATES	COTTMAN MAN	18 Nov 1974	73/037,358	03 Jun 1975	1,012,437	REGISTERED	Cottman Transmission Systems, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
UNITED STATES	COTTMAN TOTAL AUTO CARE AND TRANSMISSION SPECIALISTS & DESIGN 	20 Dec 2010	85/201,521	13 Sep 2011	4,025,374	REGISTERED	Cottman Transmission Systems, LLC
UNITED STATES	STILL THE MAN	27 May 2014	86/292,818	08 Sep 2015	4,809,676	REGISTERED	Cottman Transmission Systems, LLC
UNITED STATES	TRANSCHECK 21 PLUS	08 Sep 1995	74/726,496	06 Aug 1996	1,991,413	REGISTERED	Cottman Transmission Systems, LLC
UNITED STATES	TRANSMISSION PHYSICIAN	11 Jan 1996	75/041,273	10 Mar 1998	2,143,169	REGISTERED	Cottman Transmission Systems, LLC
UNITED STATES		12 Jan 2018	87/753,867	16 Apr 2019	5,729,086	REGISTERED	ICAHN Automotive Group LLC
UNITED STATES		22 Sep 2008	77/575,894	08 Sep 2009	3,678,798	REGISTERED	JBRE, LLC
UNITED STATES	JUST BRAKES	22 Sep 2008	77/575,919	26 May 2009	3,626,285	REGISTERED	JBRE, LLC
UNITED STATES	WE REALL Y DO CARE	22 Sep 2008	77/575,909	28 Apr 2009	3,612,213	REGISTERED	JBRE, LLC
FLORIDA (UNITED STATES)		04 Jan 2005	T050000000021	04 Jan 2005	T050000000021	REGISTERED	PB Acquisition Company Florida LLC
UNITED STATES		02 Dec 2004	78/525,681	28 Feb 2006	3,062,829	REGISTERED	PB Acquisition Company Florida LLC
FLORIDA (UNITED STATES)	CAR CARE WITH INTEGRITY			14 Aug 2020	T200000000919	REGISTERED	PB Acquisition Company Florida LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
UNITED STATES	CAR CARE WITH INTEGRITY	02 Dec 2004	78/525,673	06 Dec 2005	3,023,685	REGISTERED	PB Acquisition Company Florida LLC
UNITED STATES	CORNELL	16 Sep 1947	71/534,670	26 Oct 1948	503,440	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		27 Sep 1985	73/560,573	27 May 1986	1,395,353	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		22 Jan 2004	76/571,463	21 Feb 2006	3,060,724	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		23 Jan 2008	77/378,597	26 Aug 2008	3,492,125	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		17 Feb 1989	73/781,181	24 Oct 1989	1,562,599	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		20 Dec 1993	74/470,766	14 Mar 1995	1,883,212	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		16 Aug 2013	86/040,235	22 Apr 2014	4,517,599	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		16 Aug 2013	86/040,196	25 Mar 2014	4,501,699	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		22 Jan 2004	76/571,460	26 Jul 2005	2,977,954	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
UNITED STATES		07 Oct 2010	85/147,652	31 May 2011	3,970,422	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES		22 Sep 1933	71/341,802	13 Feb 1934	310,199	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	1-800-PEPBOYS	24 Jan 1995	74/625,025	27 Aug 1996	1,997,613	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	CADET	11 Jun 1992	74/283,818	17 Aug 1993	1,788,816	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	CORNELL FUTURA	20 Feb 1964	72/187,142	20 Oct 1964	778,767	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	FUTURA	05 Jul 1989	73/810,853	13 Feb 1990	1,582,462	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	FUTURA	06 Jul 1999	75/744,033	29 May 2001	2,454,578	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	MANNY MOE & JACK	14 May 1986	73/598,763	09 Dec 1986	1,420,631	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	MANNY MOE & JACK	14 Feb 1989	73/780,674	24 Oct 1989	1,562,597	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	PEP BOYS	23 Sep 1986	73/621,684	19 Jan 1988	1,472,747	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	PEP BOYS	30 Sep 1982	73/397,509	31 Jul 1984	1,288,346	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	PEP BOYS	14 Feb 1989	73/780,675	24 Oct 1989	1,562,598	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	PEP BOYS	08 Nov 1995	75/016,674	11 Feb 1997	2,036,750	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	PEP BOYS	17 Apr 2019	88/389,584	29 Oct 2019	5,895,924	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	PEP EXPRESS PARTS	23 Apr 2002	76/399,146	30 Mar 2004	2,828,367	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	PEPBOYS.COM	11 Jul 1996	75/132,756	28 Nov 2000	2,408,968	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
UNITED STATES	QUICK ASSIST	06 Dec 2017	87/710,180	03 Dec 2019	5,928,942	REGISTERED	The Pep Boys-Manny, Moe & Jack LLC
UNITED STATES	PRECISION TUNE AUTO CARE	12 Jul 2004	78/449,288	15 Nov 2005	3,015,281	REGISTERED	Precision Franchising LLC
UNITED STATES		29 Oct 1996	75/191,634	30 Dec 1997	2,125,311	REGISTERED 067310-000002C	Precision Franchising Precision Franchising LL
UNITED STATES	SOFTWRENCH	08 Dec 2009	77/888,742	12 Jul 2011	3,991,603	REGISTERED	Precision Franchising LLC

TRADEMARK

REEL: 007960 FRAME: 0249

RECORDED: 02/03/2023