

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796361

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900734705

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHITEWATER BRANDS, INC.		11/22/2022	Corporation:
COLLISION SERVICES, INC.		11/22/2022	Corporation:
SID SAVAGE, INC.		11/22/2022	Corporation:
AUTO BODY TOOLMART, LLC	FORMERLY American Industrial Direct LLC	11/22/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	GarMark SBIC Advisors II LLC
Street Address:	One Landmark Square
Internal Address:	6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3495489	COLLISION SERVICES
Registration Number:	3495892	MIGHTY MOVER
Registration Number:	2962542	DRIVE YOUR DEALERSHIP TO HIGHER PROFITS
Registration Number:	3222389	SID SAVAGE
Registration Number:	4297612	SID SAVAGE AUTO DEALER SUPPLY
Registration Number:	3222388	SID SAVAGE AUTO DEALER SUPPLY
Registration Number:	2840421	AUTO BODY TOOLMART
Registration Number:	2847566	CHAMP
Registration Number:	1301253	CHAMP
Registration Number:	6102463	PROLIFIC AUTOMOTIVE PRODUCTS

CORRESPONDENCE DATA

Fax Number: 2033255001

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: 2033255049
Email: mholmes@fdh.com
Correspondent Name: Matthew Holmes
Address Line 1: Six Landmark Square
Address Line 2: Floor Six
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Matthew Holmes
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SIGNATURE:	/Matthew Holmes/
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DATE SIGNED:	03/22/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), dated as of November 22, 2022, is made by each of WHITEWATER BRANDS, INC., a Delaware corporation ("**Whitewater Brands**"), COLLISION SERVICES, INC., an Iowa corporation ("**Collision Services**"), SID SAVAGE, INC., a Michigan corporation ("**Sid Savage**"), and AUTO BODY TOOLMART, LLC, a Wisconsin limited liability company, formerly known as American Industrial Direct LLC ("**Toolmart**"; Whitewater Brands, Collision Services, Sid Savage, and Toolmart, in each at all times following the Acquisition, each a "**Grantor**" and collectively the "**Grantors**"), in favor of GarMark SBIC Advisors II LLC, a Delaware limited liability company, as agent for the purchasers of promissory notes and revolving lenders (collectively, the "**Purchasers**") from time to time a party to the Note Purchase Agreement as defined below (together with its successors and/or assigns, "**Agent**").

WITNESSETH:

WHEREAS, pursuant to a Note Purchase and Revolving Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "**Note Purchase Agreement**"), by and among LINCOLNSHIRE PROLIFIC PARTNERS ACQUISITION CORP., a Delaware corporation, as the initial Issuer (in such capacity, prior to the Acquisition, the "**Initial Issuer**"), and at all times following the Acquisition as a Guarantor and a Note Party, I.D.E.A., INC., an Idaho corporation ("**IDEA**"), Collision Services, Sid Savage, and Toolmart (the Initial Issuer, prior to Acquisition, and Whitewater Brands, IDEA, Collision Services, Sid Savage, and Toolmart, at all times following the Acquisition, collectively, the "**Guarantors**"), the other Guarantors from time to time party thereto, the Agent, and the Purchasers, the Purchasers have agreed to purchase the Notes issued by the Guarantors and to make Revolving Loan Commitments, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), to secure the Obligations of the Note Parties; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder and, to the extent applicable, to make Revolving Loan Commitments thereunder, each Grantor hereby agrees with Agent, on behalf of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to Agent, on behalf of the Secured Parties, a Lien on and security interest in all of its right, title and interest in and to such Grantor's Trademarks, including without limitation, the U.S. Trademarks of such Grantor set forth

on Schedule I attached hereto, and all proceeds and products thereof (the “**Trademark Collateral**”). For avoidance of doubt, there shall be no security interest on any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or reasonably desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder, in accordance with the terms of the Security Agreement.

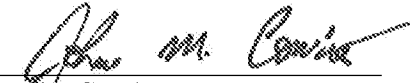
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This 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 (without regard to conflict of law principles thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law)).

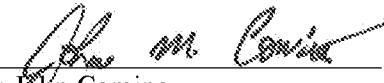
[SIGNATURE PAGES FOLLOW]

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

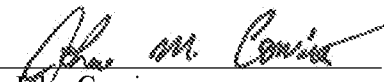
WHITEWATER BRANDS, INC., as a Grantor, at all times following the Acquisition

By: 
Name: John Comino
Title: Vice President and Secretary

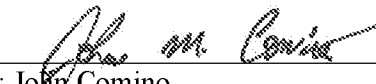
COLLISION SERVICES, INC., as a Grantor, at all times following the Acquisition

By: 
Name: John Comino
Title: Vice President and Secretary

SID SAVAGE, INC., as a Grantor, at all times following the Acquisition

By: 
Name: John Comino
Title: Vice President and Secretary

AUTO BODY TOOLMART, LLC f/k/a AMERICAN INDUSTRIAL DIRECT LLC, as a Grantor, at all times following the Acquisition

By: 
Name: John Comino
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GARMARK SBIC ADVISORS II LLC, as Agent


By:


A handwritten signature in cursive script, reading "Steven C. Pickhardt". The signature is written in black ink and is positioned above a horizontal line.

Name: Steven C. Pickhardt
Title: Managing Partner

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned/Licensed</u>
COLLISION SERVICES	Collision Services, Inc.	9/2/2008	Active	3495489	Owned
MIGHTY MOVER	Collision Services, Inc.	9/2/2008	Active	3495892	Owned
DRIVE YOUR DEALERSHIP TO HIGHER PROFITS	Sid Savage, Inc.	6/14/2005	Active	2962542	Owned
SID SAVAGE	Sid Savage, Inc.	3/27/2007	Active	3222389	Owned
SID SAVAGE AUTO DEALER SUPPLY (Stylized) 	Sid Savage, Inc.	3/5/2013	Active	4297612	Owned
SID SAVAGE AUTO DEALER SUPPLY	Sid Savage, Inc.	3/27/2007	Active	3222388	Owned
AUTO BODY TOOLMART	American Industrial Direct LLC	2/21/2018	Active	WI 20180000660	Owned
AUTO BODY TOOLMART	Auto Body Toolmart, LLC	5/11/2004	Active	2840421	Owned
CHAMP	Auto Body Toolmart, LLC	6/1/2004	Active	2847566	Owned

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned/Licensed</u>
CHAMP AND CHAIN (design) 	Auto Body Toolmart, LLC	10/23/1984	Active	1301253	Owned
PROLIFIC AUTOMOTIVE PRODUCTS	WhiteWater Brands, Inc.	7/14/2020	Active	6102463	Owned
AMERICAN INDUSTRIAL DIRECT	Auto Body Toolmart, LLC	4/4/2018	Active	WI 20180001200	Owned