

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM821155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centriq Technology LLC		06/29/2023	Limited Liability Company: DELAWARE
eReplacementParts.com, LLC		06/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as administrative agent		
Street Address:	28 State Street, 14th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4261001	FIXING THINGS MAKES SENSE	
Registration Number:	5851757	CENTRIQ	
Registration Number:	5845848	IQ	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1550208-0011-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	06/30/2023		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of June 29, 2023, by Centriq Technology LLC and eReplacementParts.com LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Citizens Bank, N.A., 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 Grantors are party to an ABL Security Agreement dated as of December 7, 2017 (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 Grantors are 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 Grantors hereby agree 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. Each 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 such Grantor: all Trademarks of such 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 Grantors hereby acknowledge and affirm 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 any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

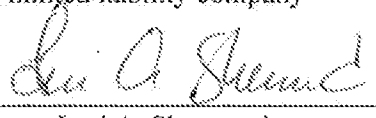
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]


Centriq Technology LLC
a Delaware limited liability company

By: 
Name: Lori A. Sherwood
Title: Chief Financial Officer

eReplacementParts.com, LLC
a Delaware limited liability company

By: 
Name: Lori A. Sherwood
Title: Chief Financial Officer

CITIZENS BANK, N.A.,
as Administrative Agent


By: 
Name: Monirah J. Masud
Title: Senior Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 008118 FRAME: 0858

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
eReplacementParts.com, LLC	Fixing Things Make Sense	85608979	4/26/2012	4261001	12/18/2012
Centriq Technology, Inc. (nka Centriq Technology, LLC)	CENTRIQ	86642703	5/27/2015	5851757	9/3/2019
Centriq Technology, Inc. (nka Centriq Technology, LLC)		86984095	6/11/2015	5845848	8/27/2019

Applications: None.