

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM832370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRUCKPRO, LLC		08/16/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	40 West 57th Street, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1071956	TRUCKPRO HEAVY DUTY PROFESSIONALS	
<b>Registration Number:</b>	1177827	TRUCKRAFT	
<b>Registration Number:</b>	2059105	ARMADA	
<b>Registration Number:</b>	2222113	TRUCKPRO	
<b>Registration Number:</b>	2371324	TRUCKPRO	
<b>Registration Number:</b>	2423086	ARMADA	
<b>Registration Number:</b>	2428210	ARMADA	
<b>Registration Number:</b>	2375419	T TRUCK PRO	
<b>Registration Number:</b>	2473093	WE ARE HEAVY DUTY	
<b>Registration Number:</b>	4419540	SERVUS	
<b>Registration Number:</b>	5484490	AUSTIN BRAKE & CLUTCH SUPPLY SINCE 1954	
<b>Registration Number:</b>	5714722	T	
<b>Registration Number:</b>	5714729	T	
<b>Registration Number:</b>	6109575	AMERICA'S HEAVY DUTY PARTS & SERVICE PRO	
<b>Registration Number:</b>	6109576	AMERICA'S HEAVY-DUTY PARTS & SERVICE EXP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129693000		

CH \$390.00 1071956

**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:** 212.969.4057  
**Email:** trademark@proskauer.com  
**Correspondent Name:** Cullen Meade, Associate  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	53361.024
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<b>NAME OF SUBMITTER:</b>	Cullen Meade
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<b>SIGNATURE:</b>	/Cullen Meade/
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<b>DATE SIGNED:</b>	08/16/2023
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 16, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by TruckPro, LLC, a Delaware limited liability company (“**Grantor**”) in favor of HPS Investment Partners, LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”) and as Administrative Agent.

**WHEREAS**, Grantor is party to that certain Security Agreement, dated as of August 16, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral 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.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, and including all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof,
- (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

### **SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with

respect thereto, 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, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

**Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.**

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.



### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

TRUCKPRO, LLC, as a Grantor


By:   
Name: Mary Ann Sigler  
Title: Vice President and Treasurer 

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008169 FRAME: 0408**

**ACCEPTED AND ACKNOWLEDGED BY:**


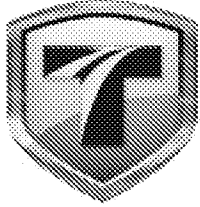
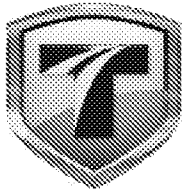
HPS INVESTMENT PARTNERS, LLC,  
as Administrative Agent and Collateral Agent

By:   
Name: Daniel Wang  
Title: Managing Director

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
TruckPro, LLC	TRUCKPRO HEAVY DUTY PROFESSIONALS	1071956	September 28, 2017
TruckPro, LLC		1177827	March 23, 2022
TruckPro, LLC	ARMADA	2059105	October 6, 2017
TruckPro, LLC	TRUCKPRO	2222113	September 6, 2018
TruckPro, LLC		2371324	September 1, 2020
TruckPro, LLC		2423086	April 29, 2021
TruckPro, LLC		2428210	June 1, 2021
TruckPro, LLC		2375419	September 14, 2020
TruckPro, LLC	WE ARE HEAVY DUTY	2473093	November 3, 2021
TruckPro, LLC	SERVUS	4419540	May 28, 2020

TruckPro, LLC		5484490	June 5, 2018
TruckPro, LLC		5714722	April 2, 2019
TruckPro, LLC		5714729	April 2, 2019
TruckPro, LLC	AMERICA'S HEAVY-DUTY PARTS & SERVICE PROFESSIONALS	6109575	July 21, 2020
TruckPro, LLC	AMERICA'S HEAVY-DUTY PARTS & SERVICE EXPERTS	6109576	July 21, 2020