

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCH AUTO PARTS LLC		12/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCG SENIOR FUNDING L.L.C., as Agent		
Street Address:	1 Vanderbilt Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4988611		
Registration Number:	5798843	50,000 OE-QUALITY PARTS & LOW PRICES. NY	
Registration Number:	5780907	NY-FAST	
Registration Number:	5798842	50,000+ OE-QUALITY PARTS AND LOW PRICES.	
Registration Number:	5798844	HIGH-QUALITY PARTS & LOW PRICES. NY-FAST	
Registration Number:	5057687	ARCH AUTO PARTS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9712		
Email:	trademark@proskauer.com		
Correspondent Name:	Chi-Yu Huang, Associate		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	22335-072		
NAME OF SUBMITTER:	Chi-Yu Huang		
SIGNATURE:	/Chi-Yu Huang/		

CH \$165.00 4988611

DATE SIGNED:	12/15/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement") made as of December 15, 2023 by ARCH AUTO PARTS LLC, a Delaware limited liability company ("Grantor"), in favor of TCG SENIOR FUNDING L.L.C., in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, BPCP SPEEDSTAR ACQUISITION LLC, a Delaware limited liability company ("Holdings"), BPCP SPEEDSTAR MERGER SUB LLC, a Delaware limited liability company (until the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Merger, the "Initial Borrower"), SPEEDSTAR HOLDING LLC, a Delaware limited liability company ("Speedstar" and, from and after the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Merger, the "Borrower"), certain subsidiaries of Speedstar party thereto, as guarantors, together with each other Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with Holdings, the Initial Borrower and the Borrower, collectively the "Loan Parties" and each a "Loan Party") have entered into that certain Term Loan and Security Agreement dated as of the date hereof among the Loan Parties, the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Agent (as amended, restated, supplemented, or replaced from time to time, the "Term Loan Agreement"), whereby Lenders agreed to make certain financial accommodations available to the Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Term Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Term Loan Agreement;

WHEREAS, it is understood that the relative rights and priorities of Agent in respect of the Collateral are governed by that certain Intercreditor Agreement dated as of the date hereof among Agent and PNC Bank, National Association, in its capacity as Revolving Loan Agent (as defined therein) for the Revolving Loan Secured Parties (as defined therein) (as amended, restated, supplemented or replaced from time to time, the "Intercreditor Agreement").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Term Loan Agreement. The Term Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Term Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Term Loan Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks") in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Term Loan Agreement and the Intercreditor Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule 1 attached hereto constitute all trademarks and trademark applications owned or registered to Grantor as of the date of this Agreement.

5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, this Agreement shall automatically apply thereto, except to the extent excluded pursuant to Section 2(i) above. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, to include any such new Trademarks of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks whether or not listed on the schedules hereto.

6. Counterparts. This 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 Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.


8. Intercreditor Agreement. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, Agent and the Lenders on the one hand, and the Revolving Loan Agent and the Revolving Loan Secured Parties on the other hand (as each such term is defined in the Intercreditor Agreement), the provisions of the Intercreditor Agreement shall control.

9. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Term Loan Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


ARCH AUTO PARTS LLC

By: 
Name: Brian Castleberry
Title: Vice President

[Signature Page to Trademark Security Agreement (Arch Auto Parts LLC)]


Agreed and Accepted
As of the Date First Written Above

TCG SENIOR FUNDING L.L.C.,
as Agent

By: 
Name: Joshua Lefkowitz
Title: Chief Legal Officer

SCHEDULE 1

Trademarks

Owner	Mark	Jurisdiction	Reg. No.	Reg. Date	Status
Arch Auto Parts LLC ¹		United States	4988611	6/28/2016	Registered
Arch Auto Parts LLC ²	50,000 OE-QUALITY PARTS & LOW PRICES. NY-FAST.	United States	5798843	7/9/2019	Registered
Arch Auto Parts LLC ³	NY-FAST	United States	5780907	6/18/2019	Registered
Arch Auto Parts LLC ⁴	50,000+ OE-QUALITY PARTS AND LOW PRICES. NY-FAST!	United States	5798842	7/9/2019	Registered
Arch Auto Parts LLC ⁵	HIGH-QUALITY PARTS & LOW PRICES. NY-FAST!	United States	5798844	7/9/2019	Registered
Arch Auto Parts LLC ⁶	ARCH AUTO PARTS	United States	5057687	10/11/2016	Registered

¹ Trademark assignment to Arch Auto Parts LLC to be completed.

² Trademark assignment to Arch Auto Parts LLC to be completed.

³ Trademark assignment to Arch Auto Parts LLC to be completed.

⁴ Trademark assignment to Arch Auto Parts LLC to be completed.

⁵ Trademark assignment to Arch Auto Parts LLC to be completed.

⁶ Trademark assignment to Arch Auto Parts LLC to be completed.