

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862856

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parts ID, LLC		12/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Star, Inc.		
Street Address:	222 West Merchandise Mart Plaza		
Internal Address:	Suite 2982		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6096254	ID	
Registration Number:	5804750	ID	
Registration Number:	5658672	ID	
Serial Number:	90710442	ID AUTO	
Registration Number:	5888908	BOATID	
Registration Number:	5888909	CAMPERID	
Registration Number:	3711746	CARID	
Registration Number:	6100524	CARID	
Registration Number:	6540174	VAC TRACKER	
Registration Number:	5787890	MOTORCYCLEID	
Registration Number:	4505193	ONYX	
Registration Number:	5787889	POWERSPORTSID	
Registration Number:	6348663	RACINGID	
Registration Number:	5888910	RECREATIONID	
Registration Number:	5888912	RIX XU	
Registration Number:	5850420	STREETID	
Registration Number:	5888911	TOOLSID	
Registration Number:	5970478	TORXE	
		TRADEMARK	

CH \$565.00 6096254

Property Type	Number	Word Mark
Registration Number:	5787891	TRUCKID
Registration Number:	6564100	
Registration Number:	6348066	RIXXU
Registration Number:	6348065	TORXE

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: 214-981-3308

Email: jchester@sidley.com

Correspondent Name: Sidley Austin LLP c/o Julia M. Chester

Address Line 1: 2021 McKinney Avenue

Address Line 2: Suite 2000

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Julia M. Chester
SIGNATURE:	/Julia M. Chester/
DATE SIGNED:	12/21/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of December 19, 2023, among the Grantor listed on the signature page hereof (the “*Grantor*”) and FIFTH STAR, INC., in its capacity as administrative agent (together with its permitted successors and assigns, the “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), by and among PARTS ID, LLC, a Delaware limited liability company (“*Parts iD, LLC*”), PARTS ID, INC., a Delaware corporation (“*Parts iD, Inc.*”); together with Parts iD, LLC, each, individually, a “*Borrower*”, and collectively, “*Borrowers*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), FIFTH STAR, INC., as New Bridge Lender, Fifth Star, New Money DIP Lender and as Administrative Agent, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”), by and among the Grantors party thereto, in favor of the Administrative Agent, Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants and pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. **AUTHORIZATION TO SUPPLEMENT**. If Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which the Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. **SUCCESSORS AND ASSIGNS**. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **GOVERNING LAW**. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York and, to the extent applicable, the Bankruptcy Code.

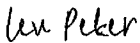
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTOR:

PARTS ID, LLC

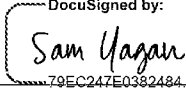
By:

DocuSigned by:

83C77013C4A241D...
Name: Lev Peker
Title: Chief Executive Officer

Signature Page to
Trademark Security Agreement

TRADEMARK
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ADMINISTRATIVE AGENT: FIFTH STAR, INC.

By: 
79EC247E0382484
Name: Sam Yagan
Title: President, Secretary and Treasurer


Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 008296 FRAME: 0958

SCHEDULE I

TRADEMARKS

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner of Record
ID Design	US	88734396 19-DEC-2019	6096254 07-JUL-2020	Parts ID, LLC
ID Design	US	88211256 29-NOV-2018	5804750 16-JUL-2019	Parts ID, LLC
ID Design	US	86253327 16-APR-2014	5658672 22-JAN-2019	Parts ID, LLC
ID AUTO	US	90710442 13-MAY-2021	--	Parts ID, LLC
BOATID	US	88238416 21-DEC-2018	5888908 22-OCT-2019	Parts ID, LLC
CAMPERID	US	88238468 21-DEC-2018	5888909 22-OCT-2019	Parts ID, LLC
CARID	US	77718242 21-APR-2009	3711746 17-NOV-2009	Parts ID, LLC
CARID Design	US	88732234 18-DEC-2019	6100524 14-JUL-2020	Parts ID, LLC
DON'T SETTLE FOR STOCK	US	90006703 17-JUN-2020	6450174 10-AUG-2021	Parts ID, LLC
MOTORCYCLEID	US	88238532 21-DEC-2018	5787890 25-JUN-2019	Parts ID, LLC
ONYX	US	86043553 21-AUG-2013	4505193 01-APR-2014	Parts ID, LLC
POWERSPORTSID	US	88238501 21-DEC-2018	5787889 25-JUN-2019	Parts ID, LLC
RACINGID	US	88303678 15-FEB-2019	6348663 11-MAY-2021	Parts ID, LLC
RECREATIONID	US	88238588 21-DEC-2018	5888910 22-OCT-2019	Parts ID, LLC
RIXXU	US	88238749 21-DEC-2018	5888912 22-OCT-2019	Parts ID, LLC
STREETID	US	88303637 15-FEB-2019	5850420 03-SEP-2019	Parts ID, LLC
TOOLSID	US	88238623 21-DEC-2018	5888911 22-OCT-2019	Parts ID, LLC
TORXE	US	88238723 21-DEC-2018	5970478 28-JAN-2020	Parts ID, LLC
TRUCKID	US	88238670 21-DEC-2018	5787891 25-JUN-2019	Parts ID, LLC
Design Only	US	90158620 04-SEP-2020	6564100 16-NOV-2021	Parts ID, LLC
RIXXU Design	US	90242594 08-OCT-2020	6348066 11-MAY-2021	Parts ID, LLC
TORXE Design	US	90242260 08-OCT-2020	6348065 11-MAY-2021	Parts ID, LLC
CARID	United Kingdom	UK00801473009 01-MAY-2019	UK00801473009 22-NOV-2019	Parts ID, LLC
CARiD	Canada	1963616 17-MAY-2019	--	Parts ID, LLC
iD Design	Canada	1963618 17-MAY-2019	--	Parts ID, LLC
STREETID	Canada	1963617 17-MAY-2019	--	Parts ID, LLC
CARID	Madrid Protocol	1473009 01-MAY-2019	1473009 01-MAY-2019	Onyx Enterprises Int'l, Corp.
CARID	Ukraine (MP)	1473009 01-MAY-2019	1473009 01-MAY-2019	Onyx Enterprises Int'l, Corp.

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner of Record
CARID	Russia (MP)	1473009 01-MAY-2019	1473009 01-MAY-2019	Onyx Enterprises Int'l, Corp.
	US	90458569 11-JAN-2021	6564100 16-NOV-2021	Parts ID, LLC
iD Design	Madrid Protocol	1471829 20-APR-2019	1471829 20-APR-2019	Onyx Enterprises Int'l, Corp.
iD Design	Japan (MP)	1471829 20-APR-2019	1471829 20-APR-2019	Onyx Enterprises Int'l, Corp.
CARID	Japan (MP)	1473009 01-MAY-2019	1473009 01-MAY-2019	Onyx Enterprises Int'l, Corp.
CARID	EUTM (MP)	1473009 01-MAY-2019	1473009 01-MAY-2019	Onyx Enterprises Int'l, Corp.