

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869198

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900826729 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|--|
| Multi Parts Supply USA, LLC | | 12/28/2023 | Limited Liability Company: FLORIDA |
| Motiv8 Engineering, LLC | | 12/28/2023 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | BMO Bank N.A. |
| Street Address: | 320 S. Canal Street |
| Internal Address: | 14th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|-----------------------------|---------|---|
| Registration Number: | 6726551 | MULTI PARTS |
| Registration Number: | 6792134 | MPS |
| Registration Number: | 6792135 | MPS MULTI PARTS |
| Registration Number: | 4634575 | MPS MULTI PARTS SUPPLY AFTERMARKET AUTO |
| Registration Number: | 4634574 | OPPORTUNITY. THE SUM OF OUR PARTS. |
| Registration Number: | 4630234 | MULTI PARTS SUPPLY |
| Registration Number: | 6430898 | MOTIV8 |
| Registration Number: | 6698072 | MOTIV8 |

CORRESPONDENCE DATA

Fax Number:

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: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 013757.00226

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/mp

DATE SIGNED: 01/18/2024

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Multi Parts Supply USA, LLC, a Florida limited liability company, and Motiv8 Engineering, LLC, a Delaware limited liability company (each, herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of December 29, 2023 (as amended, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among MPS NewCo, LLC, a Delaware limited liability company (the “Borrower”), MPS Consolidated Holdings, LLC, a Delaware limited liability company (“Holdings”), the Lenders (as defined therein) and BMO Bank N.A., as administrative agent for the Lenders (including the Swingline Lender) and L/C Issuers; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of December 29, 2023 (as amended, amended and restated, supplemented and/or modified from time to time, the “Security Agreement”; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Borrower, Holdings, and the other Grantors party thereto, in favor of BMO Bank N.A., as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, “Grantee”), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of each Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created, arising or acquired:

- (i) each Trademark owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);
- (iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Property.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

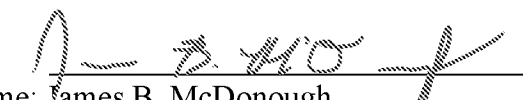
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28th day of December, 2023.

MULTI PARTS SUPPLY USA, LLC

By: 
Name: James B. McDonough
Title: Vice President, Treasurer and Secretary

MOTIV8 ENGINEERING, LLC

By: 
Name: James B. McDonough
Title: Vice President, Treasurer and Secretary

ACKNOWLEDGED:

**BMO Bank N.A.,
as Agent**




By: _____


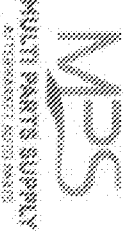
Name: Andrew T. Ault


Title: Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

| Owner | Mark with Image | Country ID | Classes Combined | Application # | Publication Date | Registration # | Status |
|------------------------------|--|-------------------|-------------------------|----------------------|-------------------------|-----------------------|---------------|
| Multi Parts Supply USA, Inc. | MULTI PARTS (WORD MARK) | US | 007, 009, 012, 042 | 90/514,227 | | 6,726,551 | REGISTERED |
| Multi Parts Supply USA, Inc. | MPS (DESIGN MARK)  | US | 007, 009, 012, 042 | 90/514310 | 5/3/2022 | 6,792,134 | REGISTERED |
| Multi Parts Supply USA, Inc. | MPS MULTI PARTS (DESIGN MARK) | US | 007, 009, 012, 042 | 90/514379 | 5/3/2022 | 6,792,135 | REGISTERED |

| | | | | | | | | | |
|------------------------------|--|----|---------------|------------|-----------|-----------|--|------------|--|
| |  | | | | | | | | |
| Multi Parts Supply USA, Inc. | MPS MULTI PARTS SUPPLY AFTERMARKET AUTO PARTS  | US | 007, 009, 012 | 76/712,918 | 8/26/2014 | 4,634,575 | | REGISTERED | |
| Multi Parts Supply USA, Inc. | OPPORTUNITY. THE SUM OF OUR PARTS. | US | 007, 009, 012 | 76/712,917 | 8/26/2014 | 4,634,574 | | REGISTERED | |
| Multi Parts Supply USA, Inc. | MULTI PARTS SUPPLY (WORD MARK) | US | 007, 009, 012 | 76/712,919 | 8/19/2014 | 4,630,234 | | REGISTERED | |
| Motiv8 Engineering, LLC | MOTIV8 (WORD MARK) | US | 012, 035 | 88/614,568 | 6,430,898 | 7/27/2021 | | REGISTERED | |

| | | | | | | | |
|-------------------------------|--|----|------------------------------------|------------|-----------|-----------|------------|
| Motiv8 Engineering, LLC | MOTIV8 (DESIGN MARK)  | US | 006, 007, 009, 012, 017, 035 | 90/659,267 | 6,698,072 | 4/12/2022 | REGISTERED |
|-------------------------------|--|----|------------------------------------|------------|-----------|-----------|------------|

TRADEMARK

REEL: 008317 FRAME: 0523

RECORDED: 01/09/2024