

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM158458

| | | | |
|-----------------------------------|-------------------------------------|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fifth Star, Inc. | | 02/22/2024 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Parts iD, LLC | | |
| Street Address: | 1 Corporate Drive, Suite C | | |
| City: | Cranbury | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08512 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6096254 | ID | |
| Registration Number: | 5804750 | ID | |
| Registration Number: | 5658672 | ID | |
| Registration Number: | 5888908 | BOATID | |
| Registration Number: | 5888909 | CAMPERID | |
| Registration Number: | 3711746 | CARID | |
| Registration Number: | 6100524 | CARID | |
| Registration Number: | 6450174 | DON'T SETTLE FOR STOCK | |
| 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 | |
| Registration Number: | 5787891 | TRUCKID | |
| Registration Number: | 6564100 | | |

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| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 6348066 | RIXXU |
| Registration Number: | 6348065 | TORXE |
| Serial Number: | 90710442 | ID AUTO |

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: 2149813308

Email: jchester@sidley.com

Correspondent Name: Ms. Julia Menard Chester

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Avenue Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 102121-30030

NAME OF SUBMITTER: JULIA CHESTER

SIGNATURE: JULIA CHESTER

DATE SIGNED: 02/28/2024

Total Attachments: 5

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of February 22, 2024 is made by FIFTH STAR, INC., as administrative agent (in such capacity, the “Agent”) in favor of PARTS iD, LLC (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below) or the Credit Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 19, 2023 (the “Trademark Security Agreement”), the Grantor granted a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) in favor of the Agent, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof, which was recorded in the United States Patent and Trademark Office on December 21, 2023 at Reel 8296, Frame 0953.

WHEREAS, the Grantor has satisfied in full its obligations under and in respect of that certain Credit Agreement, dated as of December 19, 2023, by and among the Grantor, Parts iD, Inc., a Delaware corporation, the Lenders party thereto and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), and the Trademark Security Agreement executed in connection therewith, and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to the Grantor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Security Interest. The Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its security interest in all of the Grantor’s right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A hereto.
2. Conveyance. The Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent’s right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. Recordation of Release. The Agent authorizes the Commissioner of the United States Patent and Trademark Office and any other applicable government authority to record this Termination and Release.

4. Counterparts. This Termination and Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute

5. Governing Law. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

FIFTH STAR, INC., as Agent

DocuSigned by:

By: _____

Sam Yagan

Name: Sam Yagan

Title: President, Secretary and Treasurer

**SCHEDULE A TO TERMINATION AND RELEASE OF TRADEMARK SECURITY
AGREEMENT**

Trademark Registrations

| 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 |

| Mark | Country | App. No./ App. Date | Reg. No./ Reg. Date | Current Owner of Record |
|-----------------------------------------------------------------------------------|--------------------|--------------------------------|--------------------------------|--------------------------------|
| 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. |
| 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. |