

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI128759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LATE MODEL AUTO SALVAGE LLC		03/28/2024	Limited Liability Company: TEXAS
FENIX PARTS LLC		03/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	TCW ASSET MANAGEMENT COMPANY LLC, as Collateral Agent		
Street Address:	200 Clarendon Street, 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86433517	FENIX PARTS	
Serial Number:	86433397	FENIX	
Serial Number:	87532470	INTELLIBUY	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	Raquel Haleem		
DATE SIGNED:	03/28/2024		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

March 28, 2024

WHEREAS, LATE MODEL AUTO SALVAGE LLC, a Texas limited liability company ("Late Model"), and FENIX PARTS LLC., a Delaware limited liability company ("Fenix Parts"), and together with Late Model, collectively the "Grantors", and each individually a, "Grantor") have adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A respectively, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into that certain Pledge and Security Agreement, dated March 28, 2024 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW ASSET MANAGEMENT COMPANY LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of each Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement) ; provided that, notwithstanding the foregoing, the Collateral shall exclude any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed with the United States Patent and Trademark Office, or if filed, has not been deemed in conformance with applicable requirements of, or examined and accepted, respectively, by, the United States Patent and Trademark Office; provided further that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral.

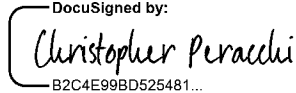
NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby pledge, convey, assign, transfer and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Financing Agreement and is subject to the terms and provisions therein regarding Loan Documents.

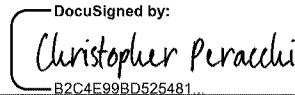
[Signature page follows]

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


LATE MODEL AUTO SALVAGE LLC

By: 
Name: Christopher Peracchi
Title: Chief Financial Officer

FENIX PARTS LLC

By: 
Name: Christopher Peracchi
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>
Fenix Parts LLC (f/k/a Fenix Parts, Inc.)	Fenix Parts 	86433517	4989416
Fenix Parts LLC (f/k/a Fenix Parts, Inc.)	Fenix	86433397	5110299
Late Model Auto Salvage LLC	Intellibuy	87532470	5515286