

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM507758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elliott Auto Supply Co., Inc.		10/06/2014	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>Internal Address:</b>	5th Floor Center		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4435567	ALLDAY PARTS.COM	
Registration Number:	4408104	ALLDAYPARTS	
Registration Number:	4273248	ALLDAYPARTS.COM	
Registration Number:	4412427	FACTORY MOTOR PARTS	
Registration Number:	3538632	FACTORY VALUE PARTS	
Registration Number:	3612093	FACTORYVALUEPARTS	
Registration Number:	3073489	FMP	
Registration Number:	3538633	FVP	
Registration Number:	3612101	FVP	
Registration Number:	3880992	FVP	
Registration Number:	4276991	FVP	
Registration Number:	4511561	FVP	
Registration Number:	4736507	FVP	
Registration Number:	3894537	RELIA GUARD	
Registration Number:	3935213	RELIA GUARD	
Registration Number:	4359341	THE CONFIDENT SOLUTION	
Registration Number:	4418740	THE CONFIDENT SOLUTION	
Registration Number:	4553170	THE CONFIDENT SOLUTION	

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<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3719955	VOLT EDGE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	3126095005
<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>	
<b>Phone:</b>	312-609-7943
<b>Email:</b>	skowalski@vedderprice.com
<b>Correspondent Name:</b>	Sylvia Kowalski
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	40870.00.0128 - Helmrick
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski
<b>SIGNATURE:</b>	/Sylvia Kowalski/
<b>DATE SIGNED:</b>	01/29/2019

<b>Total Attachments: 4</b> source=10. Notice of Grant Security Interest in Trademarks#page1.tif source=10. Notice of Grant Security Interest in Trademarks#page2.tif source=10. Notice of Grant Security Interest in Trademarks#page3.tif source=10. Notice of Grant Security Interest in Trademarks#page4.tif
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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This Notice of Grant of Security Interest in Trademarks (this "Notice") is made as of October 6, 2014 by Elliott Auto Supply Co., Inc., a Minnesota corporation ("Grantor") in favor of BMO Harris Bank N.A., a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Grantee") for the Lenders (as defined in the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

**WHEREAS**, Grantor and Grantee have entered into that certain Credit Agreement dated as of October 6, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, the other Grantors party thereto from time to time, Grantee, and the Lenders party thereto from time to time;

**WHEREAS**, pursuant to the Credit Agreement, Grantor has granted to Grantee for the benefit of the Credit Parties, the security interest contemplated by the Credit Agreement to secure the prompt payment and performance of the Obligations.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Credit Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); together with, among other things, the goodwill of the business symbolized by the Trademarks 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 "Trademark Collateral").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

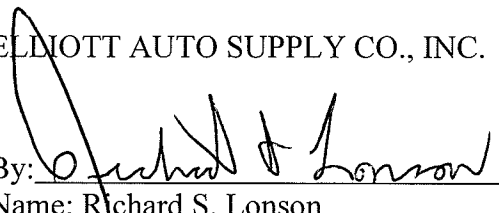
This Notice may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Notice shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Notice by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Grantor has caused this Notice to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

ELLIOTT AUTO SUPPLY CO., INC.

By: \_\_\_\_\_

Name: Richard S. Lonson

Title: Chief Financial Officer

Notice of Grant of Security Interest in Trademarks

## SCHEDULE A

### Notice of Grant of Security Interest in Trademarks

The following trademark information all applies to Grantor Elliott Auto Supply Co., Inc. Please note that Grantor Elliott Auto Supply Co., Inc. has granted limited licenses to use its trademarks in the ordinary course of its business.

File No.	Trademark	Country	Status	Application No.	Application Date	Registration No.	Registration Date
4520.812	ALLDAY PARTS.COM & Design	U.S.	Registered	85/875,220	03/13/2013	4,435,567	11/19/2013
4520.695	ALLDAYPARTS	U.S.	Registered	85/648,304	06/11/2012	4,408,104	09/24/2013
4520.686	ALLDAYPARTS.COM	U.S.	Registered	85-475,608	11/17/2011	4,273,248	01/08/2013
4520.661	FACTORY MOTOR PARTS	North Dakota	Registered	25,416,500	04/13/2009	25,416,500	04/13/2009
4520.809001	FACTORY MOTOR PARTS (2012)	U.S.	Registered	85/755,627	10/16/2012	4,412,427	10/01/2013
4520.650	FACTORY MOTOR PARTS COMPANY	Minnesota	Registered			1817083-2	04/26/2006
4520.651	FACTORY MOTOR PARTS COMPANY	Alaska	Renewed			3960	04/24/2006
4520.652	FACTORY MOTOR PARTS COMPANY	Arizona	Registered			50541	04/24/2006
4520.653	FACTORY MOTOR PARTS COMPANY	California	Registered			0062016	04/26/2006
4520.654	FACTORY MOTOR PARTS COMPANY	Colorado	Registered	20061168704	04/21/2006	20061168704	04/21/2006
4520.655	FACTORY MOTOR PARTS COMPANY	Iowa	Renewed			5480TM-000327615	04/24/2006
4520.656	FACTORY MOTOR PARTS COMPANY	Kansas	Renewed			17216	04/25/2006
4520.657	FACTORY MOTOR PARTS COMPANY	Missouri	Registered			S017320	05/08/2006
4520.658	FACTORY MOTOR PARTS COMPANY	Nebraska	Registered	1000645631	04/24/2006	1000645631	04/24/2006
4520.659	FACTORY MOTOR PARTS COMPANY	Nevada	Renewed		04/24/2006	E0315052006-5	04/24/2006
4520.660	FACTORY MOTOR PARTS COMPANY	New Mexico	Registered	TK06042501	04/25/2006	TK06042501	04/25/2006
4520.662	FACTORY MOTOR PARTS COMPANY	Oregon	Renewed	S39122	04/26/2006	S39122	04/26/2006
4520.664	FACTORY MOTOR PARTS COMPANY	Washington	Renewed			50824	04/24/2006
4520.665	FACTORY MOTOR PARTS COMPANY	Wisconsin	Renewed			20085900525	03/04/1998
4520.602	FACTORY VALUE PARTS	U.S.	Registered	78-602,104	04/05/2005	3,538,632	11/25/2008
4520.672	FACTORY VALUE PARTS	U.S.	Registered	77-574,332	09/19/2008	3,612,093	04/28/2009
4520.605	FMP	U.S.	Registered	78-602,147	04/05/2005	3,073,489	03/28/2006
4520.603	FVP	U.S.	Registered	78-602,118	04/05/2005	3,538,633	11/25/2008
4520.670	FVP	U.S.	Registered	77-574,439	09/19/2008	3,612,101	04/28/2009
4520.671	FVP	U.S.	Registered	77-785,990	07/21/2009	3,880,992	11/23/2010
4520.687	FVP	U.S.	Registered	85-481,516	11/28/2011	4,276,991	01/15/2013
4520.694	FVP	U.S.	Registered	85/705,581	08/16/2012	4,511,561	04/08/2014
4520.829	FVP	U.S.	Published	86/228,418	03/21/2014		
4520.675	RELIA GUARD	U.S.	Registered	77-678,349	02/25/2009	3,894,537	12/21/2010
4520.680	RELIA GUARD	U.S.	Registered	77-836,661	09/28/2009	3,935,213	03/22/2011
4520.811	THE CONFIDENT SOLUTION	U.S.	Registered	85/978,077	08/20/2010	4,359,341	06/25/2013
4520.815	THE CONFIDENT SOLUTION	U.S.	Registered	85/943,976	05/28/2013	4,418,740	10/15/2013

4520.827	THE CONFIDENT SOLUTION	U.S.	Registered	85/980,696	08/20/2010	4,553,170	06/17/2014
4520.674	VOLT EDGE	U.S.	Registered	77-678,290	02/25/2009	3,719,955	12/01/2009

Schedule A - 2

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**RECORDED: 01/29/2019**

**TRADEMARK**  
**REEL: 006544 FRAME: 0016**