

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584683

<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>
S.P. RICHARDS COMPANY		06/30/2020	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENUINE PARTS COMPANY		
<b>Street Address:</b>	2999 WILDWOOD PKWY		
<b>City:</b>	MARIETTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30067		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1681168	NATURE SAVER	
<b>Registration Number:</b>	1787494	NATURE SAVER	
<b>Registration Number:</b>	2118611	NATURE SAVER	
<b>Registration Number:</b>	2361243	COMPUCESSORY	
<b>Registration Number:</b>	2392505	COMPUCESSORY	
<b>Registration Number:</b>	2608477	ITEMINFO.COM	
<b>Registration Number:</b>	2334494	COMPUCESSORY	
<b>Registration Number:</b>	3127658	INTEGRA	
<b>Registration Number:</b>	3198756	ELITE IMAGE	
<b>Registration Number:</b>	3286980	COMPUCESSORY	
<b>Registration Number:</b>	3286981	COMPUCESSORY	
<b>Registration Number:</b>	3529129	L LORELL	
<b>Registration Number:</b>	3529130	LORELL	
<b>Registration Number:</b>	3531958	MYANALYST	
<b>Registration Number:</b>	3670968	GENUINE JOE	
<b>Registration Number:</b>	3769323	BUSINESS SOURCE	
<b>Registration Number:</b>	3916393	COMPUCESSORY	
<b>Registration Number:</b>	4091760	BUSINESS SOURCE	
<b>Registration Number:</b>	4108480	SPARCO	

CH \$690.00 1681168

Property Type	Number	Word Mark
Registration Number:	4108484	SPARCO
Registration Number:	4108488	SPARCO
Registration Number:	4108490	SPARCO
Registration Number:	4108491	SPARCO
Registration Number:	4108492	SPARCO
Registration Number:	4145607	SPARCO
Registration Number:	4182299	BUSINESS SOURCE
Registration Number:	5418922	HEROES 4 EDUCATION

**CORRESPONDENCE DATA**

**Fax Number:** 4048853900

*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:** 4048853868

**Email:** rusty.close@troutman.com

**Correspondent Name:** CHRISTOPHER CLOSE

**Address Line 1:** TROUTMAN PEPPER LLP

**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 3000

**Address Line 4:** ATLANTA, GEORGIA 30308-2216

**ATTORNEY DOCKET NUMBER:** 031579.000096

**NAME OF SUBMITTER:** Christopher C Close, Jr.

**SIGNATURE:** /Christopher C. Close Jr./

**DATE SIGNED:** 07/03/2020

**Total Attachments: 6**

source=Genuine Parts\_Sabre - Executed IPSA#page1.tif

source=Genuine Parts\_Sabre - Executed IPSA#page2.tif

source=Genuine Parts\_Sabre - Executed IPSA#page3.tif

source=Genuine Parts\_Sabre - Executed IPSA#page4.tif

source=Genuine Parts\_Sabre - Executed IPSA#page5.tif

source=Genuine Parts\_Sabre - Executed IPSA#page6.tif

Intellectual Property Security Agreement

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 30, 2020 (this "Agreement"), is made by ALL IN SABRE, INCORPORATED, a Virginia corporation (the "Initial Borrower"), S.P. RICHARDS COMPANY, a Georgia corporation ("SPR"), SPR PROCUREMENT COMPANY, a Georgia corporation (the "Guarantor"; together with the Initial Borrower and SPR, collectively, the "Grantor"), in favor of GENUINE PARTS COMPANY, a Georgia corporation (the "Lender"), as the Secured Party (as defined in the Security Agreement referred to below).

**WHEREAS**, the Grantor and certain of its affiliates, are entering into that certain Term Loan Agreement, dated as of June 30, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Term Loan Agreement");

**WHEREAS**, in connection with the Term Loan Agreement, the Grantor and certain of its affiliates have entered into that certain Security Agreement, dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Term Loan Agreement, the Grantor hereby agrees as follows:

(A) Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

(B) Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to the Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Intellectual Property Collateral"):

(i) all of its Copyrights and all Copyright Licenses providing for the grant by or to the Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule I hereto, all renewals, reversions and extensions of the foregoing, and all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(ii) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule II hereto, all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing, and all income, royalties, proceeds and liabilities at

any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(iii) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule III hereto, all renewals and extensions of the foregoing, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(C) Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property 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.

(D) Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral and licenses subject to a security interest hereunder.

(E) Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(F) Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

(Signature pages follow)

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ALL IN SABRE, INCORPORATED**

By: Michael Maggio  
Name: Michael Maggio  
Title: Chief Executive Officer and President

**S.P. RICHARDS COMPANY**

By: Michael Maggio  
Name: Michael Maggio  
Title: Chief Executive Officer and President

**SPR PROCUREMENT COMPANY**

By: Michael Maggio  
Name: Michael Maggio  
Title: Chief Executive Officer and President

Acknowledged and Agreed to as of the date hereof:

**SECURED PARTY:**

**GENUINE PARTS COMPANY**

By: \_\_\_\_\_  
Name: Christopher T. Galla  
Title: Vice President and General Counsel

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ALL IN SABRE, INCORPORATED**

By: \_\_\_\_\_  
Name: Michael Maggio  
Title: Chief Executive Officer and President

**S.P. RICHARDS COMPANY**

By: \_\_\_\_\_  
Name: Michael Maggio  
Title: Chief Executive Officer and President

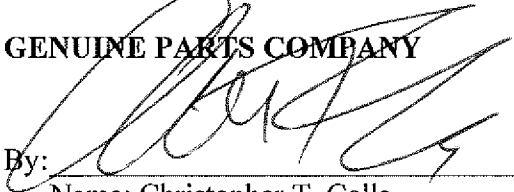
**SPR PROCUREMENT COMPANY**

By: \_\_\_\_\_  
Name: Michael Maggio  
Title: Chief Executive Officer and President

Acknowledged and Agreed to as of the date hereof:

**SECURED PARTY:**

**GENUINE PARTS COMPANY**

By:  \_\_\_\_\_  
Name: Christopher T. Galla  
Title: Vice President and General Counsel

**SCHEDULE I**

Trademark Registrations, Applications, and Licenses

<b>Intellectual Property and Type</b>	<b>Credit Party</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
NATURE SAVER (mark)	Borrower	USA (USPTO)	1681168	March 31, 1992
NATURE SAVER (mark)	Borrower	USA (USPTO)	1787494	August 10, 1993
NATURE SAVER (mark)	Borrower	USA (USPTO)	2118611	December 9, 1997
COMPUCESSORY & Design (mark)	Borrower	USA (USPTO)	2361243	June 27, 2000
COMPUCESSORY (mark)	Borrower	USA (USPTO)	2392505	October 10, 2000
ITEMINFO.COM (mark)	Borrower	USA (USPTO)	2608477	August 20, 2002
COMPUCESSORY (mark)	Borrower	USA (USPTO)	2334494	March 28, 2000
INTEGRA (mark)	Borrower	USA (USPTO)	3127658	August 8, 2006
ELITE IMAGE (mark)	Borrower	USA (USPTO)	3198756	January 16, 2007
COMPUCESSORY & Design (mark)	Borrower	USA (USPTO)	3286980	August 28, 2007
COMPUCESSORY (mark)	Borrower	USA (USPTO)	3286981	August 28, 2007
L LORELL & Design (mark)	Borrower	USA (USPTO)	3529129	November 4, 2008
LORELL (mark)	Borrower	USA (USPTO)	3529130	November 4, 2008
MYANALYST (mark)	Borrower	USA (USPTO)	3531958	November 11, 2008
GENUINE JOE (mark)	Borrower	USA (USPTO)	3670968	August 18, 2009
BUSINESS SOURCE (mark)	Borrower	USA (USPTO)	3769323	March 30, 2010
COMPUCESSORY (mark)	Borrower	USA (USPTO)	3916393	February 8, 2011
BUSINESS SOURCE (mark)	Borrower	USA (USPTO)	4091760	January 24, 2012
SPARCO (mark)	Borrower	USA (USPTO)	4108480	March 6, 2012
SPARCO (mark)	Borrower	USA (USPTO)	4108484	March 6, 2012
SPARCO (mark)	Borrower	USA (USPTO)	4108488	March 6, 2012
SPARCO (mark)	Borrower	USA (USPTO)	4108490	March 6, 2012
SPARCO (mark)	Borrower	USA (USPTO)	4108491	March 6, 2012
SPARCO (mark)	Borrower	USA (USPTO)	4108492	March 6, 2012
SPARCO (mark)	Borrower	USA (USPTO)	4145607	May 22, 2012
BUSINESS	Borrower	USA (USPTO)	4182299	July 31, 2012

<b>Intellectual Property and Type</b>	<b>Credit Party</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
SOURCE (mark)				
HEROES 4 EDUCATION (mark)	Borrower	USA (USPTO)	5418922	March 6, 2018