

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock Solid Industries International Proprietary Limited		02/25/2022	Private Limited Company: SOUTH AFRICA
RECEIVING PARTY DATA			
Name:	LKQ Corporation		
Street Address:	500 W. Madison St., Suite 2800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6322874	RSI SMARTCAP	
Registration Number:	6170323	RSI SMART TRAY	
Registration Number:	6176782	SMARTCAP	
Registration Number:	6357826	SMARTCAP	
Serial Number:	88800580	SMARTCAP EVO	
Serial Number:	90077757	SMARTCAP	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	32TT-335064		
NAME OF SUBMITTER:	Julie Cravitz		

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SIGNATURE:	/julie cravitz/
DATE SIGNED:	03/07/2022
Total Attachments: 6 source=Rock Solid Industries International (Pty) Ltd - IPSA#page1.tif source=Rock Solid Industries International (Pty) Ltd - IPSA#page2.tif source=Rock Solid Industries International (Pty) Ltd - IPSA#page3.tif source=Rock Solid Industries International (Pty) Ltd - IPSA#page4.tif source=Rock Solid Industries International (Pty) Ltd - IPSA#page5.tif source=Rock Solid Industries International (Pty) Ltd - IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **February 25, 2022** (the “**Effective Date**”) between Rock Solid Industries International Proprietary Limited, a private company registered in South Africa, with registration number 2017/105240/07 (the “**Grantor**”) in favor of LKQ Corporation, a Delaware corporation (the “**Lender**”) for the benefit of the Lender.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Cession in Security Agreement, dated as of February 25, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Cession Agreement**”), by and among the Grantor and the Lender; and

WHEREAS, under the terms of the Pledge and Cession Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Security Property (as defined in the Pledge and Cession Agreement), including, without limitation, certain Intellectual Property Rights of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of Grantor and the Lender agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, Grantor hereby grants to the Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) the Patents set forth in **Schedule 1**, now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds and products of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same (the “**Patents**”).

(b) the Trademarks set forth in **Schedule 1** now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same (the “**Trademarks**”).

Section 2. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

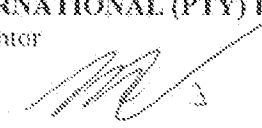
Section 4. Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS WITHOUT REGARD FOR ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION PROVIDED THAT THE PARTIES HERETO SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Cession Agreement and the Facility Agreement (as defined in the Pledge and Cession Agreement). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Cession Agreement and the Facility Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Cession Agreement or the Facility Agreement, the provisions of the Pledge and Cession Agreement or the Facility Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ROCK SOLID INDUSTRIES
INTERNATIONAL (PTY) LTD,
as Grantor



By: _____
Name: _____
Title: _____

LKQ CORPORATION,
as Lender

By: Walter Harley
Name: Walter Harley
Title: Senior Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
A FASTENING DEVICE (EVO CLIP/CLAMP)	16/744,596	01/16/2020
PANEL JOINING ARRANGEMENT FOR A VEHICLE CANOPY (Three panel corner join)	17/091,114	11/06/2020
AN AIR VENT	16/906,399	06/19/2020

2. Design Patents

CAMP KITCHEN DESIGN	29/761,468	12/09/2020
CANOPY FOOT PLATE	29/780,252	04/23/2021
CANOPY FOR A VEHICLE, TRUCK, OR THE LIKE	29/681,188	02/22/2019
CANOPY FOR A VEHICLE, TRUCK, OR THE LIKE AND COMPONENTS AND ACCESSORIES RELATED THERETO	29/681,255	02/22/2019
DOOR FOR A SIDE PANEL OF A VEHICLE CANOPY - EVO Adventure	29/773,561	03/10/2021
F150 AND SILVERADO C VERSION	29/707,700	09/30/2019
F150 AND SILVERADO NORMAL	29/707,698	09/30/2019
F150 AND SILVERADO S VERSION	29/707,699	09/30/2019
FRONT FLANGE WINDOW FOR CANOPIES	29/728,568	03/19/2020
FRONT FLANGE WINDOW FOR CANOPIES	29/707,702	09/30/2019
HINGE DESIGN	29/761,477	12/09/2020
JEEP GLADIATOR EVO DESIGN	29/724,879	02/20/2020
JEEP GLADIATOR EVOc DESIGN	29/738,788	06/19/2020

MODULAR FLAT DECK, SKIRTING, AND CANOPY FOR A VEHICLE, TRUCK, OR THE LIKE	29/681,185	02/22/2019
ROOF RACK DESIGN	29/770,039	02/09/2021
STOW AWAY TABLE DESIGN	29/764,723	12/31/2020

3. Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RSI SMARTCAP Device	6,322,874	04/13/2021
RSI SMART TRAY Device	6,170,323	06/10/2020
SMARTCAP	6,176,782	10/13/2020
SMARTCAP EVO	88/800,580	02/18/2020
SMARTRACK	88/800,581	02/18/2020
SMARTSYSTEM	88/800,582	02/18/2020
SMARTCAP Logo	6,357,826	05/18/2021
SMARTCAP Device	90/077,757	07/28/2020