

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multi Parts Supply USA, LLC		04/05/2023	Limited Liability Company: FLORIDA
Motiv8 Engineering, LLC		04/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	677 Washington Blvd., 5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Foreign Stock Corporation: IRELAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6726551	MULTI PARTS	
Registration Number:	6792134	MPS	
Registration Number:	6792135	MPS MULTI PARTS	
Registration Number:	4634575	MPS MULTI PARTS SUPPLY AFTERMARKET AUTO	
Registration Number:	4634574	OPPORTUNITY. THE SUM OF OUR PARTS.	
Registration Number:	4630234	MULTI PARTS SUPPLY	
Registration Number:	6430898	MOTIV8	
Registration Number:	6698072	MOTIV8	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$215.00 6726551

NAME OF SUBMITTER:	Becky Troutman (ker)
SIGNATURE:	/Becky Troutman/
DATE SIGNED:	04/05/2023
Total Attachments: 7 source=EXECUTED - Multi Parts - Credit Agreement - Trademark Security Agreement (April 2023)_(18313647)_(1)#page1.tif source=EXECUTED - Multi Parts - Credit Agreement - Trademark Security Agreement (April 2023)_(18313647)_(1)#page2.tif source=EXECUTED - Multi Parts - Credit Agreement - Trademark Security Agreement (April 2023)_(18313647)_(1)#page3.tif source=EXECUTED - Multi Parts - Credit Agreement - Trademark Security Agreement (April 2023)_(18313647)_(1)#page4.tif source=EXECUTED - Multi Parts - Credit Agreement - Trademark Security Agreement (April 2023)_(18313647)_(1)#page5.tif source=EXECUTED - Multi Parts - Credit Agreement - Trademark Security Agreement (April 2023)_(18313647)_(1)#page6.tif source=EXECUTED - Multi Parts - Credit Agreement - Trademark Security Agreement (April 2023)_(18313647)_(1)#page7.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, Multi Parts Supply USA, LLC, a Florida limited liability company, and Motiv8 Engineering, LLC, a Delaware limited liability company (each, herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 5, 2023 (as amended, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among MPS NewCo, LLC, a Delaware limited liability company (the “Borrower”), MPS Consolidated Holdings, LLC, a Delaware limited liability company (“Holdings”), the Lenders (as defined therein) and The Governor and Company of the Bank of Ireland, as administrative agent for the Lenders (including the Swingline Lender) and L/C Issuers; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of April 5, 2023 (as amended, amended and restated, supplemented and/or modified from time to time, the “Security Agreement”; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Borrower, Holdings, and the other Grantors party thereto, in favor of The Governor and Company of the Bank of Ireland, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, “Grantee”), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of each Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created, arising or acquired:

- (i) each Trademark owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);
- (iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated

therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

- (iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Property.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

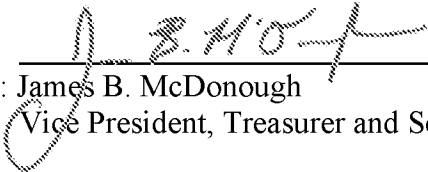
The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

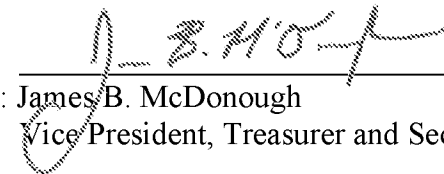
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of April, 2023 .

MULTI PARTS SUPPLY USA, LLC

By: 
Name: James B. McDonough
Title: Vice President, Treasurer and Secretary

MOTIV8 ENGINEERING, LLC

By: 
Name: James B. McDonough
Title: Vice President, Treasurer and Secretary

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of April, 2023 .

MULTI PARTS SUPPLY USA, LLC

By: _____
Name: James B. McDonough
Title: Vice President, Treasurer and Secretary

MOTIV8 ENGINEERING, LLC

By: _____
Name: James B. McDonough
Title: Vice President, Treasurer and Secretary

ACKNOWLEDGED:


**THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as Agent,**


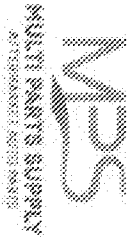
By: Ricardo Nunes
Name: Ricardo Nunes
Title: Director


By: Sean Fitzsimons
Name: Sean Fitzsimons
Title: Vice President

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Owner	Mark with Image	Country ID	Classes Combined	Application #	Publication Date	Registration #	Status
Multi Parts Supply USA, Inc.	MULTI PARTS (WORD MARK)	US	007, 009, 012, 042	90/514,227		6,726,551	REGISTERED
Multi Parts Supply USA, Inc.	MPS (DESIGN MARK) 	US	007, 009, 012, 042	90/514310	5/3/2022	6,792,134	REGISTERED
Multi Parts Supply USA, Inc.	MPS MULTI PARTS (DESIGN MARK)	US	007, 009, 012, 042	90/514379	5/3/2022	6,792,135	REGISTERED

									
Multi Parts Supply USA, Inc.	MPS MULTI PARTS SUPPLY AFTERMARKET AUTO PARTS								
									
Multi Parts Supply USA, Inc.	OPPORTUNITY. THE SUM OF OUR PARTS.	US	007, 009, 012	76/712,917	8/26/2014	4,634,574		REGISTERED	
Multi Parts Supply USA, Inc.	MULTI PARTS SUPPLY (WORD MARK)	US	007, 009, 012	76/712,919	8/19/2014	4,630,234		REGISTERED	
Motiv8 Engineering, LLC	MOTIV8 (WORD MARK)	US	012, 035	88/614,568	6,430,898	7/27/2021		REGISTERED	

Motiv8 Engineering, LLC	MOTIV8 (DESIGN MARK) 	US	006, 007, 009, 012, 017, 035	90/659,267	6,698,072	4/12/2022	REGISTERED
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