

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tri-State Enterprises, Inc.		11/02/2023	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One Light Street, 13th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5322508	EAGLE AUTO PARTS	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	11/02/2023		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated as of November 2, 2023 is made by TRI-STATE ENTERPRISES, INC., an Arkansas corporation (together its successors and assigns, "**Grantor**") with an address of 5412 S. 24th Street, Fort Smith, AR 72901, in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with an address of One Light Street, 13th Floor, Baltimore, Maryland 21202, in its capacity as Administrative Agent under the Credit Agreement described below (together with its successors and assigns, in such capacity, "**Administrative Agent**").

WHEREAS, this Agreement has been executed by Grantor for the purpose of recording the grant of security interest herein and in the Security Agreement (as defined below) with the United States Patent and Trademark Office;

WHEREAS, Grantor is the owner of certain trademarks, including the applications and registrations thereof, and the trade name and common law rights thereto, together with the goodwill of the business connected with the use of and symbolized by the trademarks, including that portion of the business to which the trademarks pertain, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, including those set forth on Schedule A hereto (collectively, the "**Trademarks**");

WHEREAS, Grantor entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), among (among others) Grantor, certain affiliates of Grantor party thereto, the Lenders (as defined therein) and Manufacturers and Traders Trust Company, as the Administrative Agent, pursuant to which the Lenders agreed to extend credit to Grantor and the other Borrowers (as defined therein) on the terms and conditions described therein; and

WHEREAS, in connection with the Credit Agreement, Grantor (among others) entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the "**Security Agreement**"), in favor of Administrative Agent, pursuant to which Grantor granted to Administrative Agent a security interest in all right, title and interest of Grantor in and to, among other things, the Trademarks to secure the payment, performance and observance of the Secured Obligations, as defined in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, Grantor hereby pledges and grants to Administrative Agent (and confirms and ratifies all other pledges and grants heretofore made to Administrative Agent) a security interest and lien in and to the Trademarks, subject to the terms and conditions of the Security Agreement and Credit Agreement, which are hereby incorporated by reference as if fully set forth herein.

[Signature Page Follows]

Executed as of the date first above written.

TRI-STATE ENTERPRISES, INC.

By: 
Name: Brendon Biddle
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademark Registrations

Owner	Mark	Registration /Serial Number	Registration Date
TRI-STATE ENTERPRISES, INC	Standard character mark “Eagle Auto Parts”	<ul style="list-style-type: none">• Trademark Registration Number: 5322508• Serial Number: 87368746	October 31, 2017