

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAKE PARTS INC LLC		08/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CRYSTAL FINANCIAL LLC, AS AGENT		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3017490	FRICTION READY	
Registration Number:	1670175	AIMCO	
Registration Number:	1984124	BRUTESTOP	
Registration Number:	2401955	QS	
Registration Number:	1807354	INTEGRABLOK	
Registration Number:	1809026	CM	
Registration Number:	1807355	CM 18	
Registration Number:	3161658	BRAKEPRO	
Registration Number:	3375903	CCM	
Registration Number:	1464501	BRAKE-PRO	
Registration Number:	3956011	THE TECHNICIAN'S CHOICE SINCE 1902	
Registration Number:	3952852	OE-MATCHED ENGINEERED TO RESTORE FACTORY	
Registration Number:	3956166	CERAMIC MAXIMUM STOPPING POWER AND SAFET	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
TRADEMARK			

CH \$340.00 3017490

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 21798/040

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 08/25/2014

Total Attachments: 9

source=BPI - Trademark Security Agreement (Term Loan)#page1.tif
source=BPI - Trademark Security Agreement (Term Loan)#page2.tif
source=BPI - Trademark Security Agreement (Term Loan)#page3.tif
source=BPI - Trademark Security Agreement (Term Loan)#page4.tif
source=BPI - Trademark Security Agreement (Term Loan)#page5.tif
source=BPI - Trademark Security Agreement (Term Loan)#page6.tif
source=BPI - Trademark Security Agreement (Term Loan)#page7.tif
source=BPI - Trademark Security Agreement (Term Loan)#page8.tif
source=BPI - Trademark Security Agreement (Term Loan)#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2014 (this "Agreement"), is made by BRAKE PARTS INC LLC, a Delaware limited liability company (the "Grantor"), in favor of CRYSTAL FINANCIAL LLC, as the collateral agent (together with its successor(s) and assigns thereto in such capacity, the "Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor has entered into a Loan Agreement, dated as of August 22, 2014, with the financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), providing for the making of Loans to the Grantor, as contemplated therein;

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into a Pledge and Security Agreement, dated as of August 22, 2014, with the Agent for the benefit of the Secured Parties (as defined therein) (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following ("Trademark Collateral"):

(a) the Trademarks (including those Trademarks referred to in Schedule I);

(b) the right to sue third parties for past, present and future infringements or dilution of the Trademarks or for any injury to the goodwill associated with the use of any such Trademark; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Credit Document. This Agreement is a Credit Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

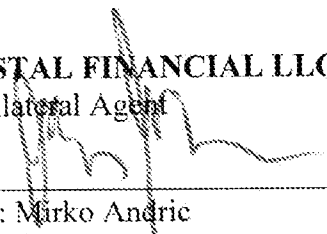
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

BRAKE PARTS INC LLC

By: Phillip J. Cutting
Name: Phillip J. Cutting
Title: Chief Financial Officer

CRYSTAL FINANCIAL LLC,
as Collateral Agent

By: 
Name: Mirko Andric
Title: Director

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005350 FRAME: 0779

SCHEDULE I
to Trademark Security Agreement

BRAKE PARTS INC LLC

HMSC Ref.	Country	Mark	Status	App/ Reg. No.	File/Reg. Date	Classes
234828-334984	Canada	THE TECHNICIAN'S CHOICE SINCE 1902	Registered	TMA869896	1/27/2014	12
234828-334987	Canada	OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE	Registered	TMA870091	1/29/2014	12
234828-335028	Canada	AIMCO	Registered	TMA166118	11/14/1969	12
234828-335033	Canada	D & Globe design	Aband. Inst.	TMA288854	03/16/1984	1
234828-335034	Canada	IPI & Design	Registered	TMA292704	07/06/1984	12
234828-335035	Canada	MAGNUM BLOCK	Registered	TMA315698	06/27/1986	1
234828-335036	Canada	PG	Registered	UCA043315	07/11/1952	1
234828-334965	Canada	PRECISION ENGINEERED	Registered	TMA754454	12/03/2009	1, 2
234828-335038	Canada	TRUCK TRAIN PRODUCTS & Design	Registered	TMA326809	04/24/1987	1,1
234828-335039	Canada	SUPER STOP	Registered	TMA294340	08/24/1984	12
234828-335041	Canada	SUPER STOP & Design	Registered	TMA346512	10/14/1988	1
234828-334948	Canada	INTEGRABLOK	Registered	TMA433401	09/16/1994	1

HMSC Ref.	Country	Mark	Status	Appl/ Reg. No.	File/Reg. Date	Classes
234828-334949	Canada	CM	Registered	TMA437586	12/30/1994	12
234828-334951	Canada	CM 18	Registered	TMA437587	12/30/1994	12
234828-334952	Canada	CANADIAN METALLIC	Registered	TMA590036	09/17/2003	12
234828-334953	Canada	BRAKEPRO	Registered	TMA638492	04/27/2005	12
234828-334954	Canada	BRAKEPRO & Design	Registered	TMA649111	09/27/2005	12
234828-334955	Canada	CCM	Registered	TMA754787	12/08/2009	12
234828-335029	China	AIMCO	Registered	3341638	12/21/2005	012
234828-334966	China	HAIMENG & Design	Registered	4659862	02/28/2008	012
234828-334967	China	Design (HAIMENG)	Registered	1519588	02/07/2001	012
234828-334969	China	HIMAX & Design	Registered	4753178	04/21/2008	012
234828-334970	China	HBS	Registered	4160978	11/07/2006	012
234828-334972	China	HAIMENG in Chinese characters	Registered	6478493	03/21/2010	007
234828-334974	China	HAIMENG in Chinese characters	Registered	6478494	03/21/2010	012
234828-334975	China	Design (HAIMENG)	Registered	6478495	03/21/2010	007
234828-334976	China	Design (HAIMENG)	Registered	6478496	03/21/2010	012

HMSC Ref.	Country	Mark	Status	Appl/ Reg. No.	File/Reg. Date	Classes
234828-334978	China	HAIMENG	Registered	6478497	03/21/2010	012
234828-334979	China	HAIMENG & Chinese characters	Registered	6478498	03/21/2010	007
234828-335004	Colombia	INTEGRABLOCK	Transfer	423939	04/26/2011	012
234828-335001	Guatemala	INTEGRABLOCK	Pending	2010-6212	08/27/2010	012
234828-334929	Mexico	AMERICAN BRAKEBLOK & Design	Pending	670681	08/06/2004	012
234828-334911	Mexico	M P LINEA BALATAS & Design	Registered	879452	04/28/2005	017
234828-334910	Mexico	M P LINEA BALATAS & Design	Registered	874822	03/31/2005	012
234828-334930	Mexico	M P LINEA BALATAS & Design	Registered	898721	10/06/2004	007
234828-334899	Mexico	AMERICAN BRAKEBLOK STOPPER & Design	Registered	814197	11/25/2003	009
234828-334906	Mexico	AMERICAN BRAKEBLOK STOPPER & Design	Registered	848015	08/20/2004	017
234828-334915	Mexico	AMERICAN BRAKEBLOK STOPPER & Design	Registered	974840	02/27/2007	012
234828-334907	Mexico	AMERICAN BRAKEBLOK STOPPER & Design	Registered	808702	10/05/2003	007
234828-334916	Mexico	BALATAS AMERICAN BRAKEBLOK	Registered	21757	04/28/2006	42
234828-334931	Mexico	M P LINEA BALATAS & design	Registered	1097364	04/24/2009	009
234828-334933	Mexico	EMSA & Design	Registered	857931	10/28/2004	012

HMSC Ref.	Country	Mark	Status	Appl/ Reg. No.	File/Reg. Date	Classes
234828-334934	Mexico	EMSA & Design	Registered	937162	05/31/2005	017
234828-334935	Mexico	LUSAC & Design	Registered	412582	05/07/1992	012
234828-334937	Mexico	COMFHIA & Design	Registered	419988	08/14/1992	012
234828-334938	Mexico	COMFHIA	Registered	292441	09/15/1983	1, 6, 7, 12, 17
234828-334940	Mexico	COMFHIA	Registered	292442	09/15/1983	6, 12, 22
234828-334941	Mexico	COMFHIA	Registered	292443	09/15/1983	6, 7, 9, 014, 16
234828-334985	Mexico	THE TECHNICIAN'S CHOICE SINCE 1902	Registered	60480	09/28/2010	012
234828-334988	Mexico	OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE	Registered	59152	07/02/2010	012
234828-334990	Mexico	OE-MATCHED	Registered	1166840	06/30/2010	012
234828-335042	United States	FRICITION READY	Registered	3,017,490	11/22/2005	012
234828-335031	United States	AIMCO	Registered	1,670,175	12/31/1991	012
234828-335032	United States	BRUTESTOP	Registered	1,984,124	07/02/1996	012
234828-335037	United States	QS	Registered	2,401,955	11/07/2000	012
234828-334958	United States	INTEGRABLOK	Registered	1,807,354	11/30/1993	012
234828-	United States	CM	Registered	1,809,026	12/07/1993	012

HMSC Ref.	Country	Mark	Status	Appl/ Reg. No.	File/Reg. Date	Classes
334961						
234828-334960	United States	CM 18	Registered	1,807,355	11/30/1993	012
234828-334962	United States	BRAKEPRO & Design	Registered	3,161,658	10/24/2006	012
234828-334963	United States	CCM	Registered	3,375,903	01/29/2008	012
234828-334957	United States	BRAKE-PRO	Registered	1,464,501	11/10/1987	012
234828-334983	United States	THE TECHNICIAN'S CHOICE SINCE 1902	Registered	3,956,011	05/03/2011	012
234828-334986	United States	OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE	Registered	3,952,852	04/26/2011	012
234828-334998	United States	CERAMIC MAXIMUM STOPPING POWER AND SAFETY	Registered	3,956,166	05/03/2011	012