

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Restoration Parts Unlimited, Inc.		10/02/2015	CORPORATION: DELAWARE
Trim Parts Inc.		10/02/2015	CORPORATION: DELAWARE
Parts Unlimited Interiors, Inc.		10/02/2015	CORPORATION: DELAWARE
The Right Stuff Detailing, Inc.		10/02/2015	CORPORATION: DELAWARE
SoffSeal International, Inc.		10/02/2015	CORPORATION: DELAWARE
RPUI Acquisition Corp.		10/02/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TCF National Bank, as Administrative Agent
Street Address:	71 S. Wacker Drive
Internal Address:	Suite 2110
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2284469	CMD
Registration Number:	1755170	TRIM PARTS WHEN QUALITY COUNTS!!
Registration Number:	4425090	SOFFSEAL
Registration Number:	3287478	SOFF SEAL
Serial Number:	85080544	TRIM PARTS WHEN QUALITY COUNTS!!

CORRESPONDENCE DATA

Fax Number:

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.

Email: rfloren@schiffhardin.com

Correspondent Name: Rebecca Floren

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 6600

TRADEMARK

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 41357-0022

NAME OF SUBMITTER: Rebecca Floren

SIGNATURE: /s/ Rebecca Floren

DATE SIGNED: 10/05/2015

Total Attachments: 16

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**AMENDED AND RESTATED PATENT, COPYRIGHT, LICENSE AND TRADEMARK
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of October 2, 2015 by Restoration Parts Unlimited, Inc., a Delaware corporation ("Holdings"), Trim Parts Inc., a Delaware corporation ("TPI"), Parts Unlimited Interiors, Inc., a Delaware corporation ("PUI"), The Right Stuff Detailing, Inc., a Delaware corporation ("Right Stuff"), SoffSeal International, Inc., a Delaware corporation ("SoffSeal"), and RPUI Acquisition Corp., a Delaware corporation ("RPUI"; TPI, PUI, Right Stuff, SoffSeal and RPUI are referred to herein, collectively, as "Borrowers" and, individually, as a "Borrower"; Holdings and Borrowers are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Amended and Restated Credit Agreement referred to below ("Lenders").

WITNESSETH:

WHEREAS, (a) Obligors (other than RPUI) and TCF National Bank, individually ("TCF"), are parties to that certain Credit Agreement dated as of July 1, 2014 (as heretofore amended, the "Existing Credit Agreement"), (b) Obligors (other than SoffSeal and RPUI) and TCF are parties to that certain Patent, Copyright, License and Trademark Security Agreement dated as of July 1, 2014 (as heretofore amended, the "Existing Initial IP Security Agreement"), and (c) SoffSeal and TCF are parties to that certain Patent, Copyright, License and Trademark Security Agreement dated as of September 5, 2014 (as heretofore amended, the "Existing SoffSeal IP Security Agreement"; the Existing Initial IP Security Agreement and the Existing SoffSeal IP Security Agreement are referred to herein, collectively, as the "Existing IP Security Agreements");

WHEREAS, Obligors, Lenders and Administrative Agent desire to amend and restate the Existing Credit Agreement in its entirety in the form of that certain Amended and Restated Credit Agreement dated as of October 2, 2015 among Obligors, Lenders and Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and Lenders' commitments to make certain loans and extensions of credit to Borrowers thereunder, that Obligors agree to amend and restate the Existing IP Security Agreements in their entirety in the form of this Agreement;

NOW, THEREFORE, in consideration of the premises, to induce Administrative Agent and Lenders to enter into the Credit Agreement, to induce Lenders to make any loan or advance to Borrowers thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Existing IP Security Agreements are amended and restated in their entirety as follows and the parties hereto agree as follows:

1. **Defined Terms.** Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to Administrative Agent, for the benefit of itself and Lenders, a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) All patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all of such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, internet domain names and trade names including, without limitation, the trademark and service mark registrations and applications listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c)

the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks");

(v) all of such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities (other than Unasserted Contingent Indemnification Claims) shall have been satisfied in full and the Credit Agreement shall have been terminated, such Obligor will not, without the Required Lenders' prior written consent, take any action or enter into any agreement, including without limitation entering into any license agreement, which is prohibited under this Agreement or any other Financing Agreement, and each Obligor further agrees and covenants that without the Required Lenders' prior written consent it will not take any action, or permit any action to be taken by others subject to its control or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Administrative Agent under this Agreement. Except as otherwise permitted under the Credit Agreement, to the extent reasonably deemed prudent business conduct as determined in good faith by an Obligor, each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of the Required Lenders thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the registered Patents, Marks and Copyrights are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not subject to any action or proceeding against an Obligor before any Governmental Authority or any other Person challenging the validity, enforceability or scope of such Obligor's right to register, use or own any Patents, Marks or Copyrights; (ii) except to the extent reasonably deemed prudent business conduct as determined in good faith by an Obligor to permit or allow such action to occur, none of the registered Patents, Marks and Copyrights have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is, to the best of such Obligor's knowledge, valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and

sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made in writing to such Obligor that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens, and such Obligor has the valid right to use the Licenses with respect to the Patents, Marks and Copyrights described therein, free and clear of any Liens arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Permitted Liens; (vi) the registered Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest (excluding Licenses for the use of commercially available software); (vii) such Obligor will use proper statutory notice in connection with its use of its material Patents, Marks and Copyrights in each case, as required by applicable law (except as to any thereof which could not reasonably be expected to have a Material Adverse Effect); and (viii) to the extent reasonably deemed prudent business conduct as determined in good faith by an Obligor, each Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities (other than Unasserted Contingent Indemnification Obligations) shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give Administrative Agent written notice thereof on or prior to the next Quarterly Update Date (as such term is defined in the Security Agreement). Each Obligor hereby authorizes Administrative Agent to modify this Agreement by noting any future acquired Patents, Marks or Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Administrative Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Administrative Agent or any Lender hereunder.

6. Royalties; Terms. Each Obligor hereby agrees that the security interest of Administrative Agent, for the benefit of itself and Lenders, in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any as is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges of Administrative Agent to such Obligor; provided that no Obligor shall be required to take any action outside of the United States with respect to any such Patent, Mark, Copyright or License. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder,

or (ii) satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification Obligations) and termination of the Credit Agreement.

7. **[Intentionally Omitted]**.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification Obligations) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Administrative Agent shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Administrative Agent's security interest granted to Administrative Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Administrative Agent or any Lender.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to or used or useful in such Obligor's business or to the extent reasonably deemed prudent business conduct as determined in good faith by such Obligor, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to or used or useful in such Obligor's business or to the extent reasonably deemed prudent business conduct as determined in good faith by such Obligor, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application or registered patent, trademark, service mark or copyright without the written consent of the Required Lenders.

10. **Administrative Agent's Right to Sue.** From and after the occurrence and during the continuance of a Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, each Obligor shall, at the reasonable request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement, and each Obligor shall reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 10 as required under Section 9.2 of the Credit Agreement.

11. **Waivers.** No course of dealing between any Obligor, Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Obligor shall execute and deliver to Administrative Agent, at any time or times hereafter at the request of Administrative Agent, all papers (including, without limitation, any as may be deemed necessary or advisable by Administrative Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed necessary or advisable by Administrative Agent), as Administrative Agent may reasonably request, to create or maintain the validity perfection or priority of and protect Administrative Agent's security interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Administrative Agent's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Administrative Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Administrative Agent as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Administrative Agent as necessary or advisable for Administrative Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Administrative Agent deems in good faith to be in the best interest of Administrative Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. This power of attorney shall be irrevocable until the Liabilities (other than Unasserted Contingent Indemnification Obligations) shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the

Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Administrative Agent and each Lender and their respective successors, assigns and nominees.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restated Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

RESTORATION PARTS UNLIMITED, INC.

By: Burt Lewis
Name: _____
Title: _____

TRIM PARTS INC.

By: Burt Lewis
Name: _____
Title: _____

PARTS UNLIMITED INTERIORS, INC.

By: Burt Lewis
Name: _____
Title: _____

THE RIGHT STUFF DETAILING, INC.

By: Burt Lewis
Name: _____
Title: _____

SOFFSEAL INTERNATIONAL, INC.

By: Burt Lewis
Name: _____
Title: _____

RPUI ACQUISITION CORP.

By: Burt Lewis
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK, as Administrative Agent

By: Ed Ryzek
Name: Ed Ryzek
Title: Senior Vice President

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
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N/A

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
N/A		

SCHEDULE B

COPYRIGHTS

N/A	<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
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SCHEDULE C
PATENT AND COPYRIGHT LICENSES

None.

SCHEDULE D

TRADEMARKS AND SERVICE MARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Owner/Licensor</u>
CMD®	2,284,469	10/12/1999	N/A	Trim Parts Inc.
Trim Parts When Quality Counts®	1,755,170	3/2/2003	N/A	Trim Parts Inc.
SoffSeal	4425090	October 29, 2013	N/A	SoffSeal International, Inc.
SoffSeal	3287478	September 4, 2007	N/A	SoffSeal International, Inc.

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Applicant</u>
Trim Parts When Quality Counts™	85/080,544	7/8/10	Trim Parts Inc.

SCHEDULE E

TRADEMARK LICENSES

The Right Stuff Detailing, Inc. is party to that certain Trademark License Agreement effective April 1, 2010 by and between General Motors LLC and The Right Stuff Detailing, Inc.

Parts Unlimited Interiors, Inc. is party to that certain License Agreement with Lectra for Contract Nos. USK000037 and USK0000702.

Trim Parts Inc. is party to a License Agreement, dated as of March 9, 2010 with Chrysler Group, LLC.

Trim Parts Inc. is party to a General Motors Service Parts Operations License Agreement, dated as of July 3, 2002 with General Motors Corporation.

RPUI Acquisition Corp. (as successor to Auto Accessories of America, Inc.) is party to a General Motors License Agreement between General Motors Company and Auto Accessories of America d/b/a Corvette America dated November 11, 2009, as amended by First Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated December 16, 2010, Second Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated June 2, 2011, Third Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated October 17, 2011, Fourth Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated March 28, 2012, Fifth Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated June 19, 2012, Sixth Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated August 9, 2012, Seventh Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated November 27, 2012, Eighth Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated November 18, 2014, and Ninth Amendment to General Motors License Agreement between General Motors LLC and Auto Accessories of America d/b/a Corvette America dated January 9, 2015.

RPUI Acquisition Corp. (as successor to Auto Accessories of America, Inc.) is party to a License Agreement for the Reproduction of General Motors Service Information between General Motors LLC and Auto Accessories of America, Inc. dated January 10, 2014.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Restoration Parts Unlimited, Inc., a Delaware corporation ("Holdings"), Trim Parts Inc., a Delaware corporation ("TPI"), Parts Unlimited Interiors, Inc., a Delaware corporation ("PUI"), The Right Stuff Detailing, Inc., a Delaware corporation ("Right Stuff"), SoffSeal International, Inc., a Delaware corporation ("SoffSeal"), and RPUI Acquisition Corp., a Delaware corporation ("RPUI"; TPI, PUI, Right Stuff, SoffSeal and RPUI are referred to herein, collectively, as "Borrowers" and, individually, as a "Borrower"; Holdings and Borrowers are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), pursuant to that certain Amended and Restated Patent, Copyright, License and Trademark Security Agreement, dated October 2, 2015 (the "Collateral Agreement") among Obligors, TCF National Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Amended and Restated Credit Agreement referred to below ("Lenders"), and the Lenders, each hereby appoints and constitutes Administrative Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents, trademarks, copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Administrative Agent may in its sole discretion determine.

This power of attorney is made pursuant to that certain Amended and Restated Credit Agreement, dated as of _____, 2015, among the Obligors, Lenders and Administrative Agent and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

RESTORATION PARTS UNLIMITED, INC.

By: Brent Kaus
Name: _____
Title: _____

TRIM PARTS INC.

By: Brent Kaus
Name: _____
Title: _____

PARTS UNLIMITED INTERIORS, INC.

By: Brent Kaus
Name: _____
Title: _____

THE RIGHT STUFF DETAILING, INC.

By: Brent Kaus
Name: _____
Title: _____

SOFFSEAL INTERNATIONAL, INC.

By: Brent Kaus
Name: _____
Title: _____

RPUI ACQUISITION CORP.

By: Brent Kaus
Name: _____
Title: _____