

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545336

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TruckPro, LLC		10/15/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	300 Galleria Parkway		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1071956	TRUCKPRO HEAVY DUTY PROFESSIONALS	
<b>Registration Number:</b>	1177827	TRUCKRAFT	
<b>Registration Number:</b>	2059105	ARMADA	
<b>Registration Number:</b>	2222113	TRUCKPRO	
<b>Registration Number:</b>	2381982	LIGHTRUCK QUALITY PRODUCTS	
<b>Registration Number:</b>	2371324	TRUCKPRO	
<b>Registration Number:</b>	2423086	ARMADA	
<b>Registration Number:</b>	2428210	ARMADA	
<b>Registration Number:</b>	2375419	T TRUCK PRO	
<b>Registration Number:</b>	2473093	WE ARE HEAVY DUTY	
<b>Registration Number:</b>	3589823	AMERICA'S TRUCK PARTS PROFESSIONALS	
<b>Registration Number:</b>	4419540	SERVUS	
<b>Registration Number:</b>	5484490	AUSTIN BRAKE & CLUTCH SUPPLY SINCE 1954	
<b>Registration Number:</b>	5714722	T	
<b>Registration Number:</b>	5714729	T	
<b>Serial Number:</b>	88570489	AMERICA'S HEAVY-DUTY PARTS & SERVICE PRO	
<b>Serial Number:</b>	88570507	AMERICA'S HEAVY-DUTY PARTS & SERVICE EXP	

OP \$440.00 1071956

**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.*

**Phone:** 2126834120  
**Email:** luis.rodriguez@unitedcorporate.com  
**Correspondent Name:** Elaine Carrera  
**Address Line 1:** 80 PINE STREET  
**Address Line 2:** C/O CAHILL GORDON & REINDEL LLP  
**Address Line 4:** NEW YORK, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/ELAINE CARRERA/
<b>DATE SIGNED:</b>	10/16/2019

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

TruckPro, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 15, 2019

- Assignment
- Security Agreement
- Other ABL Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 300 Galleria Parkway, Suite 800

City: Atlanta

State: GA

Country: USA Zip: 30339

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

17

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

October 15, 2019  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2019, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

### WITNESSETH:

WHEREAS, the Grantors are party to that certain U.S. ABL Security Agreement, dated as of October 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this U.S. Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor or in which such Grantor has any rights:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in

recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

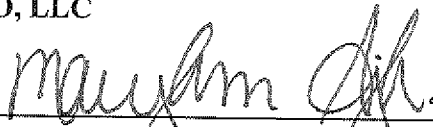
SECTION 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TRUCKPRO, LLC

By:   
Name: Mary Ann Sigler  
Title: Vice President and Treasurer *MB*

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent






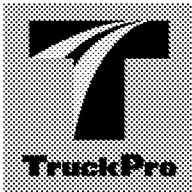
By: *Polly Hackett*

Name: *Polly Hackett*


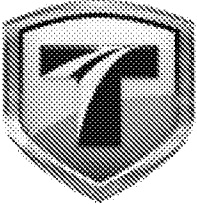
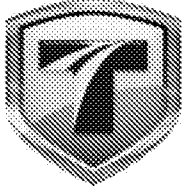
Title: *SVP*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TruckPro, LLC	TRUCKPRO HEAVY DUTY PROFESSIONALS	1071956
TruckPro, LLC		1177827
TruckPro, LLC	ARMADA	2059105
TruckPro, LLC	TRUCKPRO	2222113
TruckPro, LLC		2381982
TruckPro, LLC		2371324
TruckPro, LLC		2423086
TruckPro, LLC		2428210
TruckPro, LLC		2375419
TruckPro, LLC	WE ARE HEAVY DUTY	2473093
TruckPro, LLC	AMERICA'S TRUCK PARTS PROFESSIONALS	3589823
TruckPro, LLC	SERVUS	4419540



<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TruckPro, LLC		5484490
TruckPro, LLC		5714722
TruckPro, LLC		5714729

**Trademark Applications:**

<u>Applicant</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Status / Comments</u>
TruckPro, LLC	AMERICA'S HEAVY-DUTY PARTS & SERVICE PROFESSIONALS	88570489	August 7, 2019	Awaiting Examination
TruckPro, LLC	AMERICA'S HEAVY-DUTY PARTS & SERVICE EXPERTS	88570507	August 7, 2019	Awaiting Examination