

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602524

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900569262

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RESTORATION PARTS UNLIMITED, INC.		09/10/2020	Corporation: DELAWARE
SOFFSEAL INTERNATIONAL, INC.		09/10/2020	Corporation: DELAWARE
PARTS UNLIMITED INTERIORS, INC.		09/10/2020	Corporation: DELAWARE
THE RIGHT STUFF DETAILING, INC.		09/10/2020	Corporation: DELAWARE
TRIM PARTS INC.	FORMERLY Trim Parts Acquisition Corp.	09/10/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	FIRST FINANCIAL BANK
Street Address:	225 Pictoria Drive
Internal Address:	Suite 700
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	Chartered Bank: OHIO

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	86210567	FIRST PLACE AUTO PRODUCTS
Serial Number:	88080594	SINCE 1973 TRIM PARTS WHEN QUALITY COUNT
Serial Number:	88080591	TRIM PARTS
Serial Number:	88080595	CMD
Serial Number:	75335159	CMD
Serial Number:	85870713	SOFFSEAL
Serial Number:	87886688	SOFF SEAL
Serial Number:	88080605	FLATLINE BARRIERS
Serial Number:	88080603	FLATLINE BARRIERS
Serial Number:	88080597	PUI INTERIORS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88080599	PUI INTERIORS WE TURN BACK THE CLOCK.
Serial Number:	88080609	THE RIGHT STUFF
Serial Number:	88080606	THE RIGHT STUFF

CORRESPONDENCE DATA

Fax Number: 5135796457

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: 5135796590

Email: mmusekamp@kmklaw.com

Correspondent Name: Mark Eric Musekamp

Address Line 1: 1 E. 4th St., Ste. 1400

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	FI6920FI0021
NAME OF SUBMITTER:	Mark Eric Musekamp
SIGNATURE:	/Mark Eric Musekamp/
DATE SIGNED:	10/12/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement"), dated as of September 10, 2020 (the "Effective Date"), is entered into by and among **RESTORATION PARTS UNLIMITED, INC.**, a Delaware corporation, whose principal place of business and mailing address is 2175 Deerfield Rd., Lebanon, OH 45036 ("RPUI"), **SOFFSEAL INTERNATIONAL, INC.**, a Delaware corporation, whose principal place of business and mailing address is 2175 Deerfield Rd., Lebanon, OH 45036 ("SoffSeal"), **PARTS UNLIMITED INTERIORS, INC.**, a Delaware corporation, whose principal place of business and mailing address is at 2801 Interior Way, LaGrange, KY 40031 ("Parts Unlimited"), **THE RIGHT STUFF DETAILING, INC.**, a Delaware corporation, whose principal place of business and mailing address is 200 Intek Way, Westerville, OH 43082 ("The Right Stuff") and **TRIM PARTS INC. f/k/a Trim Parts Acquisition Corp.**, a Delaware corporation, whose principal place of business and mailing address is 2175 Deerfield Rd., Lebanon, OH 45036 ("Trim Parts") and, together with RPUI, SoffSeal, Parts Unlimited and The Right Stuff, each individually and collectively, "Debtor"), and **FIRST FINANCIAL BANK**, an Ohio state chartered bank ("Secured Party"), located at 225 Pictoria Drive, Suite 700, Cincinnati, Ohio 45246.

WITNESSETH:

WHEREAS, Debtor has entered into that Loan Agreement dated as of the Effective Date binding upon Debtor and Secured Party (together with any amendments, supplements, modifications or restatements thereof, the "Loan Agreement")

WHEREAS, as a condition precedent to the making of the loan by the Secured Party under the Loan Agreement, Debtor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof, made by and between Debtor and the Secured Party (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor, and has agreed to execute and deliver this Intellectual Property Security Agreement for recording with governmental and administrative authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Debtor in, to, and under the following (the "Intellectual Property Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Debtor set forth in Schedule A hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this Intellectual Property Security Agreement upon request by the Secured Party or its designee.

3. Loan Documents. This Intellectual Property Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Security Agreement with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents and nothing in this Intellectual Property Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

5. Successors and Assigns. This Intellectual Property Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. All rights and liabilities hereunder shall be governed and limited by, and construed in accordance with, the laws of the State of Ohio, without giving effect to conflict of law principles that would result in the application of any laws other than the laws of the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

DEBTOR:

RESTORATION PARTS UNLIMITED, INC.

By: *Daniel Jenkins*
Name: Daniel Jenkins
Title: Chief Financial Officer

SOFFSEAL INTERNATIONAL, INC.

By: *Daniel Jenkins*
Name: Daniel Jenkins
Title: Chief Financial Officer

PARTS UNLIMITED INTERIORS, INC.

By: *Daniel Jenkins*
Name: Daniel Jenkins
Title: Chief Financial Officer

THE RIGHT STUFF DETAILING, INC.

By: *Daniel Jenkins*
Name: Daniel Jenkins
Title: Chief Financial Officer

TRIM PARTS INC.

By: *Daniel Jenkins*
Name: Daniel Jenkins
Title: Chief Financial Officer

SECURED PARTY:

FIRST FINANCIAL BANK

By: _____
Name: Ronald Smith
Title: Vice President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

DEBTOR:

RESTORATION PARTS UNLIMITED, INC.

By: _____
Name: Daniel Jenkins
Title: Chief Financial Officer

SOFFSEAL INTERNATIONAL, INC.

By: _____
Name: Daniel Jenkins
Title: Chief Financial Officer

PARTS UNLIMITED INTERIORS, INC.

By: _____
Name: Daniel Jenkins
Title: Chief Financial Officer

THE RIGHT STUFF DETAILING, INC.

By: _____
Name: Daniel Jenkins
Title: Chief Financial Officer

TRIM PARTS INC.

By: _____
Name: Daniel Jenkins
Title: Chief Financial Officer

SECURED PARTY:

FIRST FINANCIAL BANK

By: *Ronald Smith* _____
Name: Ronald Smith
Title: Vice President

SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS AND LICENSES

1. Issued Patents and Patent Applications

None.

TRADEMARKS AND LICENSES

1. Trademark Registrations and Applications

Trademark	Jurisdiction	Serial No.	Reg. No.	Reg. Date	Record Owner
FIRST PLACE AUTO PRODUCTS	USA	86210567	4746138	6/2/2015	Trim Parts Holdings Corp.
SINCE 1973 TRIM PARTS WHEN QUALITY COUNTS	USA	88080594	6026492	4/7/2020	Restoration Parts Unlimited, Inc.
TRIM PARTS	USA	88080591	6026491	4/7/2020	Restoration Parts Unlimited, Inc.
CMD	USA	88080595	6026493	4/7/2020	Restoration Parts Unlimited, Inc.
CMD	USA	75335159	2284469	10/12/1999	Restoration Parts Unlimited, Inc.
SOFFSEAL	USA	85870713	4425090	10/29/2013	Soffseal, Inc.
SOFF SEAL	USA	87886688	5641452	1/1/2019	Soffseal, Inc.
FLATLINE BARRIERS	USA	88080605	5767476	6/4/2019	Restoration Parts Unlimited, Inc.
FLATLINE BARRIERS	USA	88080603	5767475	6/4/2019	Restoration Parts Unlimited, Inc.

Trademark	Jurisdiction	Serial No.	Reg. No.	Reg. Date	Record Owner
PUI INTERIORS	USA	88080597	5749308	5/14/2019	Restoration Parts Unlimited, Inc.
PUI INTERIORS WE TURN BACK THE CLOCK.	USA	88080599	5744007	5/7/2019	Restoration Parts Unlimited, Inc.
THE RIGHT STUFF	USA	88080609	5865731	9/24/2019	Restoration Parts Unlimited, Inc.
THE RIGHT STUFF	USA	88080606	5865730	9/24/2019	Restoration Parts Unlimited, Inc.

2. State and Common Law Trade Names and Trademarks

Mark	Jurisdiction	App./Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner

COPYRIGHTS AND COPYRIGHT LICENSES

1. Copyright Registrations and Applications

None.

2. Exclusive Copyright License Rights

None.