

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Icahn Automotive Group LLC		12/21/2021	Limited Liability Company: DELAWARE
JBRE LLC		12/21/2021	Limited Liability Company: DELAWARE
PB Acquisition Company Florida LLC		12/21/2021	Limited Liability Company: DELAWARE
The Pep Boys - Manny, Moe & Jack LLC		12/21/2021	Limited Liability Company: DELAWARE
AAMCO Transmissions, LLC		12/21/2021	Limited Liability Company: PENNSYLVANIA
Cottman Transmission Systems, LLC		12/21/2021	Limited Liability Company: DELAWARE
Precision Franchising LLC		12/21/2021	Limited Liability Company: DELAWARE
IEH Auto Parts LLC		12/21/2021	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Icahn Enterprises Holdings, L.P.
<b>Street Address:</b>	16690 Collins Ave.
<b>Internal Address:</b>	PH-1
<b>City:</b>	Sunny Isles Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33160
<b>Entity Type:</b>	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 79**

Property Type	Number	Word Mark
<b>Registration Number:</b>	0860330	AAMCO
<b>Registration Number:</b>	3875638	AAMCO TRANSMISSIONS TOTAL CAR CARE
<b>Registration Number:</b>	0851209	AAMCO
<b>Registration Number:</b>	2142232	
<b>Registration Number:</b>	1107524	AAMCO TRANSMISSIONS WORLD'S LARGEST TRAN
<b>Registration Number:</b>	1175793	BANNER ASSEMBLY SET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2179649	DIRECTECH
Registration Number:	2144306	
Registration Number:	3932130	IGAAUGE
Registration Number:	2586742	POWER PURGE
Registration Number:	5127432	COTTMAN TRANSMISSION AND TOTAL AUTO CARE
Registration Number:	2906318	COTTMAN TRANSMISSION
Registration Number:	5335044	
Registration Number:	0817999	COTTMAN
Registration Number:	1012437	COTTMAN MAN
Registration Number:	4025374	COTTMAN TOTAL AUTO CARE AND TRANSMISSION
Registration Number:	4809676	STILL THE MAN
Registration Number:	1991413	TRANSCHECK 21 PLUS
Registration Number:	2143169	TRANSMISSION PHYSICIAN
Registration Number:	5729086	WD WHOLESALE DIRECT AUTO PARTS
Registration Number:	5561379	AUTO PLUS
Registration Number:	5556077	AUTO PLUS AUTO PARTS
Registration Number:	5556078	AUTO PLUS EXPERTISE AT EVERY TURN
Registration Number:	5556079	AUTOPLUS
Registration Number:	5556075	AUTOPLUS AUTO PARTS
Registration Number:	5556076	AUTOPLUS EXPERTISE AT EVERY TURN
Registration Number:	5546286	AUTOPLUS PROFESSIONAL SERVICE CENTER
Registration Number:	2179083	PROLINE
Registration Number:	5006010	AUTO PLUS
Registration Number:	5006000	AUTO SERVICE PLUS
Registration Number:	2703406	AUTO-PLUS
Registration Number:	5230221	CONSUMER AUTO PARTS
Registration Number:	5519901	EXPERTISE AT EVERY TURN
Registration Number:	1918786	PROCOOL
Registration Number:	2764884	PROLINE
Registration Number:	2491066	PROLINE
Registration Number:	2474353	PROLINE
Registration Number:	2408433	PROSTART
Registration Number:	1160742	PRO-START
Registration Number:	2693765	PROSTEER
Registration Number:	4245196	PROSTEER
Registration Number:	1835366	PROSTOP
Registration Number:	1898072	PROSTOP
Registration Number:	2587227	RESOURCE

Property Type	Number	Word Mark
Registration Number:	3678798	JUST BRAKES STOP
Registration Number:	3626285	JUST BRAKES
Registration Number:	3612213	WE REALLY DO CARE
Registration Number:	3062829	RPM AUTOMOTIVE
Registration Number:	3023685	CAR CARE WITH INTEGRITY
Registration Number:	0503440	CORNELL
Registration Number:	1395353	
Registration Number:	3060724	
Registration Number:	3492125	
Registration Number:	1562599	
Registration Number:	1883212	PEP BOYS
Registration Number:	4517599	PEP BOYS
Registration Number:	4501699	PEP BOYS
Registration Number:	2977954	PEPBOYS AUTO
Registration Number:	3970422	PEPBOYS AUTO
Registration Number:	0310199	THE PEP BOYS MANNY MOE JACK
Registration Number:	1997613	1-800-PEPBOYS
Registration Number:	1788816	CADET
Registration Number:	0778767	CORNELL FUTURA
Registration Number:	1582462	FUTURA
Registration Number:	2454578	FUTURA
Registration Number:	1420631	MANNY MOE & JACK
Registration Number:	1562597	MANNY, MOE & JACK
Registration Number:	1472747	PEP BOYS
Registration Number:	1288346	PEP BOYS
Registration Number:	1562598	PEP BOYS
Registration Number:	2036750	PEP BOYS
Registration Number:	5895924	PEP BOYS
Registration Number:	2828367	PEP EXPRESS PARTS
Registration Number:	2408968	PEPBOYS.COM
Registration Number:	4081250	TREADSMART
Registration Number:	5928942	QUICK ASSIST
Registration Number:	3015281	PRECISION TUNE AUTO CARE
Registration Number:	2125311	PRECISION TUNE AUTO CARE
Registration Number:	3991603	SOFTWRENCH

**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:** 14155911000  
**Email:** TrademarksCH@winston.com  
**Correspondent Name:** Laura M. Franco, Winston & Strawn LLP  
**Address Line 1:** 101 California Street  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>NAME OF SUBMITTER:</b>	Laura M. Franco
<b>SIGNATURE:</b>	/Laura M. Franco/ mp
<b>DATE SIGNED:</b>	12/29/2021

**Total Attachments: 15**  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of December 21, 2021, is made by the entities listed as Grantors on the signature pages hereto (each, a “Grantor” and collectively, “Grantors”), in favor of Icahn Enterprises Holdings, L.P., a Delaware limited partnership (the “Lender”).

Grantors have executed and delivered a Pledge and Security Agreement, dated as of August 13, 2021, with and in favor of the Lender for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”). Grantors have pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of the Lender, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of each such Grantor, hereby pledge and grant to the Lender a continuing security interest in, all of the Grantors’ right, title and interest in, to and under the following Collateral of each such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all trademark licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Pledge and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and 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. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ICAHN AUTOMOTIVE GROUP LLC  
JBRE LLC  
PB ACQUISITION COMPANY FLORIDA LLC  
THE PEP BOYS – MANNY, MOE & JACK  
LLC, as Grantors

By:   
Name: Michael Nevin  
Title: Chief Financial Officer

AAMCO TRANSMISSIONS, LLC  
COTTMAN TRANSMISSION SYSTEMS, LLC,  
as Grantors

By: \_\_\_\_\_  
Name: James Gregory  
Title: President & Chief Executive Officer

PRECISION FRANCHISING LLC, as a Grantor

By: \_\_\_\_\_  
Name: Robert R. Falconi  
Title: Chief Executive Officer, President and  
Chief Financial Officer

IEH AUTO PARTS LLC, as a Grantor

By: \_\_\_\_\_  
Name: Denise Barton  
Title: Chief Executive Officer and Chief  
Financial Officer

[Signature Page to Trademark Security Agreement]