

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778329

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900725492

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Appliance Parts Depot, LLC		05/04/2022	Limited Liability Company: DELAWARE
RELIABLE PARTS LTD		05/04/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	120 S. Central Ave, Suite 800
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	National Banking Association: UNITED STATES
Name:	PNC Bank Canada Branch
Street Address:	130 King Street West, Suite 2140
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1E4
Entity Type:	National Banking Association: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3564447	APD

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: 6163361058
 Email: cmitchell@dickinsonwright.com
 Correspondent Name: Christopher A. Mitchell
 Address Line 1: 350 S. Main Street
 Address Line 2: Suite 300
 Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	34601-235
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL
SIGNATURE:	/CHRISTOPHER A.MITCHELL/
DATE SIGNED:	01/04/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of May 4, 2022, is made by the parties listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of **PNC BANK, NATIONAL ASSOCIATION** (“**PNC**”) and **PNC BANK CANADA BRANCH** (“**PNC Canada Branch**”) (PNC and PNC Canada Branch are each a “**Secured Party**” and collectively the “**Secured Parties**”).

RELIABLE PARTS U.S. HOLDINGS, INC., a Delaware corporation (“**U.S. Holdings**”), **APPLIANCE PARTS DEPOT, LLC**, a Delaware limited liability company (“**Appliance Parts**”), **RELIABLE PARTS LTD.**, a corporation formed under British Columbia law (“**Reliable Parts Canada**”), and **RELIABLE PARTS, INC.**, a Washington corporation (“**Reliable Parts US**”) (U.S. Holdings, Appliance Parts, Reliable Parts Canada, and Reliable Parts US are each a “**Borrower**” and collectively the “**Borrowers**”), have entered into a Loan Agreement dated on or about the date hereof (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), with the Secured Parties.

As a condition precedent to the making of loans by the Secured Parties under the Loan Agreement, each Grantor has executed and delivered a Security Agreement dated on or about the date hereof, made by and among the applicable Grantor to the Secured Parties (collectively, the “**Security Agreements**”).

Under the terms of the Security Agreements, the Grantors have granted to each Secured Party a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities including but not limited to, with respect to registered trademarks, and applications for the foregoing, recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

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

1. Grant of Security. Each Grantor hereby grants to each Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Trademark Collateral**”):

1.1 The trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications unless and until a statement of use has been filed and accepted with the U.S. Patent and Trademark Office, whereupon such trademark shall automatically be deemed included in the Trademark Collateral;

1.2 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.3 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

1.4 Any and all claims, with respect to any of the foregoing, for damages and injunctive 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. Each Grantor authorizes the Commissioner for Trademarks and Canadian Intellectual Property Office and any other government officials of the United States of America or Canada to record and register this Trademark Security Agreement upon request by any Secured Party. Upon any Secured Party's request, each Grantor agrees to promptly execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials of the United States of America or Canada) or preserve any Secured Party's interest in the Trademark Collateral.

3. Further Assurances. Upon a Secured Party's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve a Secured Party's interest in all Trademark Collateral included on Schedule 1 or added to Schedule 1 pursuant to the Security Agreements.

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

5. Execution in Counterparts. This Trademark Security Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Trademark Security Agreement by PDF format or facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Trademark Security Agreement by PDF format or facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by PDF format or facsimile transmission.

6. Governing Law. This Trademark Security Agreement has been delivered to and accepted by the Banks and will be deemed to be made in the State of Missouri (the “State”). **THIS TRADEMARK SECURITY AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE SECURED PARTIES AND THE GRANTORS DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE, EXCLUDING ITS CONFLICT OF LAWS RULES, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN EFFECT IN THE STATE (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT).**

[SIGNATURE PAGES FOLLOW]

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

APPLIANCE PARTS DEPOT,
LLC

By *Thomas Brooker*
Print Name: Thomas Brooker
Title: Chief Executive Officer

RELIABLE PARTS LTD.

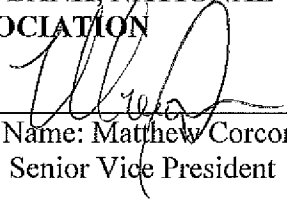
By *Thomas Brooker*
Name: Thomas Brooker
Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007897 FRAME: 0529

AGREED TO AND ACCEPTED:

**PNC BANK, NATIONAL
ASSOCIATION**

By 
Print Name: Matthew Corcoran
Title: Senior Vice President

**PNC BANK CANADA
BRANCH**

By _____
Print Name: Caroline Stade
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 007897 FRAME: 0530**

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL
ASSOCIATION

By _____
Print Name: Matthew Corcoran
Title: Senior Vice President

PNC BANK CANADA
BRANCH


By *Caroline Stade*
Print Name: Caroline Stade
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007897 FRAME: 0531

**SCHEDULE 1
TRADEMARKS**

I. Trademarks owned by Appliance Parts Depot, LLC

Country	Registered Trademark	Registration No.	Registration Date
United States		3,564,447	January 20, 2009

II. Trademarks owned by Reliable Parts Ltd.

Country	Registered Trademark	Registration No.	Registration Date
Canada	THE HOUSE OF A MILLION PARTS	TMA150679	May 12, 1967