

Form PTO-1594 (Rev. 12-11)
 OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**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):

U.S. Auto Parts Network, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 26, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: 3 Park Plaza, 9th Floor

City: Irvine

State: CA

Country: USA Zip: 90746

- Individual(s) Citizenship _____
 Association Citizenship U.S.
 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 _____

B. Trademark Registration No.(s) _____

Please see attached 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: Joseph Borgman

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: (800) 342-3676 ext. 4064

Docket Number: _____

Email Address: joseph.borgman@wolterskluwer.com

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$890.00

- Authorized to be charged to credit card
 Enclosed

8. Payment Information:

Deposit Account Number 11640

Authorized User Name 10/13

9. Signature:


 Signature

5/9/12
 Date

Christopher Exberger, Esq.
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

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

OP \$890.00 8501466

Continuation of Item 1 - Names of Additional Conveying Parties:

Name of Conveying Party	Type of Entity	Jurisdiction
PartsBin, Inc.	Corporation	Delaware
Local Body Shops, Inc.	Corporation	Delaware
Private Label Parts, Inc.	Corporation	Delaware
Whitney Automotive Group, Inc.	Corporation	Delaware
Lobo Marketing, Inc.	Corporation	Texas
AutoMD, Inc.	Corporation	Delaware
Pacific 3PL, Inc.	Corporation	Delaware
Go Fido, Inc.	Corporation	Delaware
Automotive Specialty Accessories and Parts, Inc.	Corporation	Delaware

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner: Whitney Automotive Group

	<u>Mark</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Filing Date</u>
1.	J. C. WHITNEY	1624212/ 74003026	November 20, 1990/ November 17, 1989
2.	GARAGE-PRO	1968251/ 74654727	April 16, 1996/ March 30, 1995
3.	GARAGE-PRO	1971181/ 74654726	April 30, 1996/ March 30, 1995
4.	CARPARTS.COM	2499880/ 76015160	October 23, 2001/ March 28, 2000
5.	JCWHITNEY	2569233/ 76059713	May 14, 2002/ May 31, 2000
6.	STYLINCONCEPTS	2695426/ 76401180	March 11, 2003/ April 26, 2002
7.	JCW	2738699/ 76369036	July 15, 2003/ February 11, 2002
8.	JC WHITNEY	3068025/ 78589114	March 14, 2006/ March 17, 2005
9.	JC WHITNEY EVERYTHING AUTOMOTIVE	3068026/ 78589127	March 14, 2006/ March 17, 2005
10.	INSTALLPRO	3160337/ 78525716	October 17, 2006/ December 2, 2004
11.	INSTALLPRO	3163757/ 78525739	October 24, 2006/ December 2, 2004
12.	STYLINTRUCKS	3378360/ 77216928	February 5, 2008/ June 27, 2007
13.	JUST GREAT PARTS CHEAP	3617185/ 77416119	May 5, 2009/ March 7, 2008
14.	ALL BIKE SUPERSHOP	3847229/ 77817151	September 1, 2009
15.	ALL BIKE SUPERSHOP	3847230/ 77817159	September 1, 2009

	<u>Mark</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Filing Date</u>
16.	4WDPRO	85014669	April 15, 2010
17.	4WDPROS	85014695	April 15, 2010
18.	SHOPTALK	85070912	June 24, 2010
19.	JC WHITNEY SHOPTALK	85070945	June 24, 2010

Owner: U.S. Auto Parts Network, Inc.

	<u>Mark</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Filing Date</u>
1.	AUTOMD	4126992	April 10, 2012
2.	AUTOMD NEGOTIATOR	85/448835	October 17, 2011
3.	AUTOMD PIT CREW	85/054290	June 3, 2010
4.	AUTOMD YOUR AUTO REPAIR ADVISORS	85/045295	June 30, 2010
5.	AUTOTRUST	85/246756	February 18, 2011
6.	AUTOMD	85/033441	May 7, 2010
7.	BOLTON PREMIER	85/246755	February 18, 2011
8.	EVAN FISCHER	85/246757	February 18, 2011
9.	N DURE LOGO	85/475871	November 17, 2011
10.	PIT CREW	85/054299	June 3, 2010
11.	SERVICEMD	85/054308	June 3, 2010
12.	SHIFTING THE POWER TO YOU	85/054302	June 3, 2010
13.	SHIFTING THE POWER TO YOU	4126990	April 10, 2012
14.	US AUTO PARTS	85/445877	October 12, 2011
15.	US AUTO PARTS	3203019	January 23, 2007
16.	PARTS TRAIN	3389370	February 26, 2008

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of April, 2012, by and among each of the Grantors listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among U.S. Auto Parts Network, Inc., a Delaware corporation, PartsBin, Inc., a Delaware corporation, Local Body Shops, Inc., a Delaware corporation, Private Label Parts, Inc., a Delaware corporation and Whitney Automotive Group, Inc., a Delaware corporation (each a "Borrower", and collectively, the "Borrowers"), the other Grantors, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders") and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses of Trademarks to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to Administrative Agent, the Lenders or any of them whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement

as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. **CHOICE OF LAW.** THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10. **WAIVER OF JURY TRIAL.** EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

U.S. AUTO PARTS NETWORK, INC.,
a Delaware corporation

By: 
Name: Shane Evangelist
Title: Chief Executive Officer

PARTSBIN, INC.,
a Delaware corporation

By: _____
Name: Shane Evangelist
Title: President

LOCAL BODY SHOPS, INC.,
a Delaware corporation

By: _____
Name: David Hernandez
Title: President

PRIVATE LABEL PARTS, INC.,
a Delaware corporation

By: _____
Name: Arthur S imitian
Title: President

WHITNEY AUTOMOTIVE GROUP, INC.,
a Delaware corporation

By: _____
Name: Tony Savasta
Title: President

[Signature page to Trademark Security Agreement]

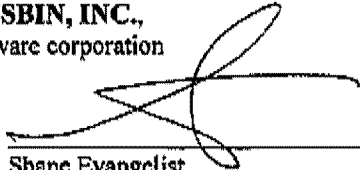
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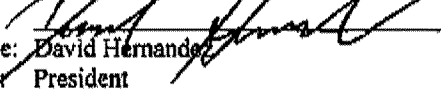
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S-1

TRADEMARK
REEL: 004778 FRAME: 0607

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By: 
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Title: President

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By: _____
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Title: President

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a Delaware corporation

By: _____
Name: Rick Ellis
Title: President

GO FIDO, INC.,
a Delaware corporation

By: _____
Name: Michael Buca
Title: President

**AUTOMOTIVE SPECIALTY ACCESSORIES
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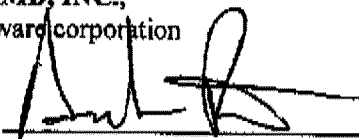
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Name: Rick Ellis
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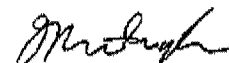
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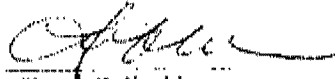
By: David Spangler
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Title: President

[Signature page to Trademark Security Agreement]

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Teresh B. Keekler
Title: Authorized Officer

[Signature page to Trademark Security Agreement]

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