

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357224

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nivel Parts & Manufacturing Co., LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Cart Parts, LLC		09/30/2015	LIMITED LIABILITY COMPANY: FLORIDA
Howard, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
IMC Acquisition, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3357181	THUNDERBULL
Registration Number:	3974875	ACCESSORIZE BEYOND THE BOX
Registration Number:	3736706	GOLF CARTS LOVE US!
Registration Number:	3520176	EC EVERYTHING CARTS
Registration Number:	3267486	BREEZEASY
Registration Number:	4335846	JAKE'S
Registration Number:	4335845	JAKE'S LIFT KITS
Registration Number:	4314284	TAMPA G
Registration Number:	3458626	PIGGYBACK
Registration Number:	1885955	RED DOT
Registration Number:	3014011	RAIN GARD
Registration Number:	4089040	ULTRA SEAL
Registration Number:	3783508	ADVANTAGE ENGINE PARTS POWER UP!
Registration Number:	3950622	TRADEMARK CARTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4487732	NIVEL
Registration Number:	2718172	RED POWER
Registration Number:	1723612	CONCORD
Registration Number:	3464311	BU BUGGIES UNLIMITED
Registration Number:	3464310	BU BUGGIES UNLIMITED
Registration Number:	2509423	BUGGIES UNLIMITED
Registration Number:	4206859	WHERE THE CART IS JUST THE START
Registration Number:	4752828	P CARTPARTS
Registration Number:	4368518	MJFX
Registration Number:	3900296	MADJAX

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Adam D. Siegartel

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70578-005
NAME OF SUBMITTER:	Adam D. Siegartel
SIGNATURE:	/Adam D. Siegartel/
DATE SIGNED:	10/02/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Chariot Acquisition, LLC (the "Borrower"), the other Credit Parties party thereto, the Lenders and L/C Issuers party thereto and Ares Capital, as Agent and Revolver Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, 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 such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"), other than Excluded Property:

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

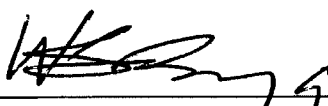
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

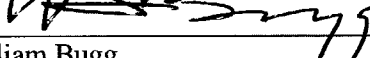
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

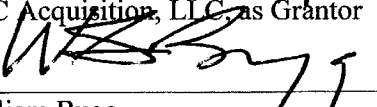
Nivel Parts & Manufacturing Co., LLC, as Grantor

By: 
Name: William Bugg
Title: President & Chief Executive Officer and Assistant Secretary

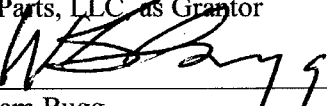
Howard, LLC, as Grantor

By: 
Name: William Bugg
Title: Chief Executive Officer

IMC Acquisition, LLC, as Grantor

By: 
Name: William Bugg
Title: President & Chief Executive Officer and Assistant Secretary

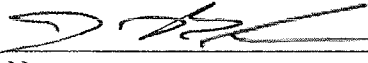
Cart Parts, LLC, as Grantor

By: 
Name: William Bugg
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: 

Name: _____
Title: Duly Authorized Signatory

Joshua M. Bloomstein
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005636 FRAME: 0518

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

See attached.

2. TRADEMARK APPLICATIONS

None.

REGISTERED TRADEMARKS

GRANTOR	SERIAL. NO.	REG. NO.	MARK	COUNTRY
Nivel Parts & Manufacturing Co., LLC	78584029	3357181	THUNDERBULL	United States
Nivel Parts & Manufacturing Co., LLC	77389879	3974875	ACCESSORIZE BEYOND THE BOX	United States
Nivel Parts & Manufacturing Co., LLC	77756833	3736706	GOLF CARTS LOVE US!	United States
Nivel Parts & Manufacturing Co., LLC	77430679	3520176	EC EVERYTHING CARTS (and design)	United States
Nivel Parts & Manufacturing Co., LLC	77008906	3267486	BREEZeasy	United States
Nivel Parts & Manufacturing Co., LLC	85513865	4335846	JAKE'S	United States
Nivel Parts & Manufacturing Co., LLC	85513861	4335845	JAKE'S LIFT KITS	United States
Nivel Parts & Manufacturing Co., LLC	85513854	4314284	TAMPA G	United States
Nivel Parts & Manufacturing Co., LLC	77002111	3458626	PIGGYBACK	United States
Nivel Parts & Manufacturing Co., LLC	74413801	1885955	RED DOT	United States
Nivel Parts & Manufacturing Co., LLC	78351648	3014011	RAIN GARD	United States
Nivel Parts & Manufacturing Co., LLC	85247498	4089040	ULTRA SEAL	United States
Howard, LLC	77708780	3783508	ADVANTAGE ENGINE PARTS (and design)	United States
Nivel Parts & Manufacturing Co., LLC	85113632	3950622	TRADEMARK CARTS	United States
Nivel Parts & Manufacturing Co., LLC	85963639	4487732	NIVEL	United States
Howard, LLC	78095271	2718172	RED POWER	United States
IMC Acquisition, LLC	74249088	1723612	CONCORD	United States
Nivel Parts & Manufacturing Co., LLC	78873286	3464311	BU BUGGIES UNLIMITED	United States
Nivel Parts & Manufacturing Co., LLC	78873277	3464310	BU BUGGIES UNLIMITED	United States
Nivel Parts & Manufacturing Co., LLC	76116653	2509423	BUGGIES UNLIMITED	United States
Nivel Parts & Manufacturing Co., LLC	85226052	4206859	WHERE THE CART IS JUST THE START	United States
Cart Parts, LLC	86201027	4752828	P CARTPARTS	United States
Nivel Parts & Manufacturing Co., LLC	85793606	4368518	MJFX	United States
Nivel Parts & Manufacturing Co., LLC	85042386	3900296	MADJAX	United States