

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARTSSOURCE, INC.		05/22/2017	Corporation: DELAWARE
NAI ACQUISITION, LLC		05/22/2017	Limited Liability Company: OHIO
PS CHAMPION MERGER SUB, INC.		05/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	30 SOUTH WACKER DRIVE		
Internal Address:	SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5072131	EBUSINESS SOLUTIONS	
Registration Number:	4678549	YES	
Registration Number:	4819092	OEMCONNECT	
Registration Number:	4594651	EBUSINESS SOLUTIONS	
Registration Number:	4728474	MYSERVICES	
Registration Number:	4565681	EPARTSVENDOR	
Registration Number:	4708712	MYPARTSSOURCE	
Registration Number:	4472370	ESOURCE360	
Registration Number:	4608020	PARTSFINDER	
Registration Number:	4512825	EPARTSFINDER	
Registration Number:	4599018	OEMDIRECT	
Registration Number:	4424480	NAI NORTH AMERICAN IMAGING	
Registration Number:	4606098	SMARTQUOTE	
Registration Number:	4576439	SMARTPRICE	
Registration Number:	3984870	TUBESOURCE	

OP \$440.00 5072131

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3970272	PARTSSOURCE
Registration Number:	3027245	THE ANSWER IS YES!

CORRESPONDENCE DATA

Fax Number: 7037125050
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: 703-712-5352
Email: jmiller@mcguirewoods.com
Correspondent Name: Joyce Miller
Address Line 1: 1750 Tysons Blvd.
Address Line 2: Suite 1800
Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	06/01/2017

Total Attachments: 7
source=PartsSourceTrademarksSA#page1.tif
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source=PartsSourceTrademarksSA#page3.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 22, 2017, is made by PartsSource, Inc., a Delaware corporation ("PartsSource"), NAI Acquisition, LLC, an Ohio limited liability company ("NAI"), and PS Champion Merger Sub, Inc., a Delaware corporation ("Merger Sub", together with PartsSource and NAI, "Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith by and among Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent (as the same may be amended, restated, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by Grantor and the other Loan Parties in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of Grantor's Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

WHEREAS, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to PartsSource and Merger Sub thereunder, Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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, has granted to Agent for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including the following Intellectual Property (other than any Intellectual Property constituting Excluded Property) (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; and

(b) all Proceeds and products of any of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest memorialized in this Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

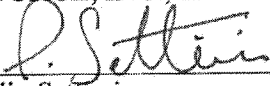
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 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.

[Remainder of page intentionally blank; signature pages follow.]


IN WITNESS WHEREOF, 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.

PARTSSOURCE, INC., as Grantor

By: 
Name: Philip Settimi
Title: President and Chief Executive Officer

NAI ACQUISITION, LLC, as Grantor

By: PARTSSOURCE, Inc., its Sole
Member

By: 
Name: Philip Settimi
Title: President and Chief Executive
Officer

**PS CHAMPION MERGER SUB, INC., as
Grantor**

By: _____
Name: Mark Taber
Title: President

IN WITNESS WHEREOF, 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.

PARTSSOURCE, INC., as Grantor

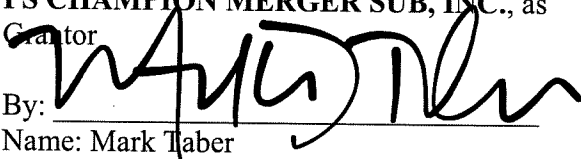
By: _____
Name: Philip Settimi
Title: President and Chief Executive Officer

NAI ACQUISITION, LLC, as Grantor

By: PARTSSOURCE, Inc., its Sole
Member

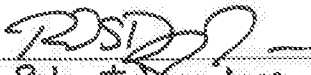
By: _____
Name: Philip Settimi
Title: President and Chief Executive
Officer

PS CHAMPION MERGER SUB, INC., as
Grantor

By: 
Name: Mark Taber
Title: President

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Robert Douglass
Title: Managing Director

PARTSOURCE
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006074 FRAME: 0155

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS:

GRANTOR	TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
PartsSource, Inc.	EBUSINESS SOLUTIONS	5072131	11/1/16	Registered
PartsSource, Inc.	YES	4678549	1/27/15	Registered
PartsSource, Inc.	OEMCONNECT	4819092	9/22/15	Registered
PartsSource, Inc.	EBUSINESS SOLUTIONS	4594651	8/26/14	Registered
PartsSource, Inc.	MYSERVICES	4728474	4/28/15	Registered
PartsSource, Inc.	EPARTSVENDOR	4565681	7/8/14	Registered
PartsSource, Inc.	MYPARTSSOURCE	4708712	3/24/15	Registered
PartsSource, Inc.	EESOURCE360	4472370	1/21/14	Registered
PartsSource, Inc.	PARTSFINDER	4608020	9/23/14	Registered
PartsSource, Inc.	EPARTSFINDER	4512825	4/8/14	Registered
PartsSource, Inc.	OEMDIRECT	4599018	9/2/14	Registered
PartsSource, Inc.	NAI NORTH AMERICAN IMAGING	4424480	10/29/13	Registered
PartsSource, Inc.	SMARTQUOTE	4606098	9/16/14	Registered
PartsSource, Inc.	SMARTPRICE	4576439	7/29/14	Registered
PartsSource, Inc.	TUBESOURCE	3984870	6/28/11	Registered
PartsSource, Inc.	PARTSSOURCE	3970272	5/31/11	Registered
PartsSource, Inc.	THE ANSWER IS YES!	3027245	12/31/05	Registered
PartsSource, Inc.	NORTH AMERICAN IMAGING	168438	3/5/07	Registered

GRANTOR	TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
PartsSource, Inc. and NAI Acquisition, LLC	TUBESOURCE	3984870	6/28/11	Registered
NAI Acquisition, LLC	NORTH AMERICAN IMAGING	1683438 (Ohio)	3/5/07	Registered

TRADEMARK APPLICATIONS:

None.

PARTSSOURCE
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

89565244_4

RECORDED: 06/01/2017

**TRADEMARK
REEL: 006074 FRAME: 0157**