

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FENIX PARTS, INC.		04/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STATE BANK AND TRUST COMPANY		
Street Address:	3399 PEACHTREE ROAD, NE		
Internal Address:	SUITE 1900		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	STATE BANK: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86433517	FENIX PARTS	
Serial Number:	86433397	FENIX	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>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.</i>			
Phone:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	249587.000006		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	04/18/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of April 17, 2018, is made by FENIX PARTS, INC., a Delaware corporation and GARY'S U-PULL IT, INC., a New York corporation (individually, each a "Pledgor" and, collectively, the "Pledgors"), in favor of STATE BANK AND TRUST COMPANY, a Georgia state bank, in its capacity as Agent pursuant to the Loan Agreement (as defined below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Pledgors, Agent, FENIX PARENT LLC, a Delaware limited liability company ("Parent"), FENIX GUARANTOR LLC, a Delaware limited liability company ("Holdco"), the other Borrowers set forth therein (together with Pledgors, the "Borrowers"), and the Lenders set forth therein (the "Lenders"), are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which the Borrowers have pledged to the Agent, for the benefit of the Lenders, all of their assets and personal property;

WHEREAS, pursuant to the Loan Agreement, Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Lenders, to enter into the Loan Agreement, the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following assets of such Pledgor:

- (a) trademarks of such Pledgor listed on Schedule I attached hereto (the "Trademarks");
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. When all the Obligations (other than contingent indemnification obligations) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Loan Agreement shall have expired or been sooner

terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements satisfactory to the Agent and the Issuing Bank shall have been made in accordance with the provisions of the Loan Agreement, this Trademark Security Agreement shall terminate. Upon the termination of the Trademark Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

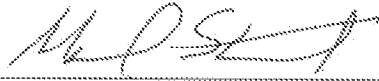
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Georgia, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

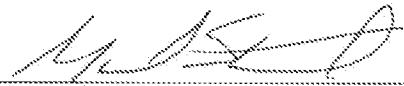
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FENIX PARTS, INC.

By: 
Name: Michael Stewart
Title: Interim President

GARY'S U-PULL IT, INC.

By: 
Name: Michael Stewart
Title: Interim President

Accepted and Agreed:

STATE BANK AND TRUST COMPANY, as Agent

By: *[Signature]*
Name: *Erin McCormick*
Title: *AVP*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006316 FRAME: 0933

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
Fenix Parts, Inc.	86433517	Fenix Parts
Fenix Parts, Inc.	86433397	Fenix
Gary's U-Pull It, Inc.	2421074 / 75829358	Work Mark: Gary's U-Pull It in stylized form