OP \$865.00 4826007

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM666682

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dorman Products, Inc.		08/10/2021	Corporation: PENNSYLVANIA
Dayton Parts, LLC		08/10/2021	Limited Liability Company: DELAWARE
RB Distribution, Inc.		08/10/2021	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.	
Street Address:	Gateway Village - 900 Building	
Internal Address:	900 W Trade Street, Mail Code: NC1-026-06-09	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255-0001	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4826007	DAYTON PARTS
Registration Number:	4849718	EAGLE SUSPENSIONS
Registration Number:	4821743	BATCO
Registration Number:	4821744	STANLEY SPRINGS
Registration Number:	5855192	SECURITY STEEL SUPPLY CO.
Registration Number:	5312317	DAYTON PARTS TRUEFIT PLUS
Registration Number:	5731697	TRUEFIT EXPRESS
Registration Number:	5168553	TRUEFIT
Registration Number:	6236663	CARGOMAXX HD
Registration Number:	5241260	MIDLINE
Registration Number:	5133477	DP
Registration Number:	4940426	DP EVERYWHERE
Registration Number:	6111718	POLY-ROD
Registration Number:	6254815	MAXX
Registration Number:	5838015	S
Registration Number:	3134569	CHAMP
	-	TRADEMARK

900635930 REEL: 007385 FRAME: 0629

Property Type	Number	Word Mark
Registration Number:	1403855	CONDUCT-TITE!
Registration Number:	1380190	DORMAN
Registration Number:	1394860	DORMAN
Registration Number:	1381068	DORMAN
Registration Number:	1384184	DORMAN
Registration Number:	4363014	DORMAN
Registration Number:	2342402	DORMAN
Registration Number:	2323204	DORMAN
Registration Number:	4240127	DORMAN
Registration Number:	4827475	DORMAN DIESEL
Registration Number:	4827474	DORMAN DIESEL
Registration Number:	4466798	DORMAN HD SOLUTIONS
Registration Number:	3565926	DORMAN NEW SINCE 1918
Registration Number:	1392102	HELP!
Registration Number:	4593207	OE SOLUTIONS
Registration Number:	5005207	QUICK BLEEDER
Registration Number:	3553532	TRU-TORQUE
Serial Number:	90691690	MAXX HD

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/11/2021

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 10, 2021, by DORMAN PRODUCTS, INC. and DAYTON PARTS, LLC and RB DISTRIBUTION, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Collateral Agreement or Credit Agreement and used herein have the meaning given to them in the Collateral Agreement or Credit Agreement.

SECTION 2. <u>Grant of Security Interest</u>. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to all of its right, title and interest in, to and under all the Trademarks (other than as included in the Excluded Property) of such Pledgor, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement and Credit 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 Collateral Agreement or Credit Agreement, the provisions of the Collateral Agreement or Credit Agreement shall control.

SECTION 4. 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 New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[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,

DAYTON PARTS, LLC RB DISTRIBUTION, INC. DORMAN PRODUCTS, INC.

By:

Name: David Hessign

Title: Senior Vice President & Chief Financial

Officer & Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent

By:

Name: Ronaldo Naval Title: Vice President

SCHEDULE I

<u>to</u>

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Serial Number	Reg. Number	Owner
Dayton Parts	86525579	4826007	Dayton Parts, LLC
Eagle Suspension	86525590	4849718	Dayton Parts, LLC
BATCO	86525574	4821743	Dayton Parts, LLC
Stanley Springs	86525606	4821744	Dayton Parts, LLC
Security Steel Supply Co.	88139869	5855192	Dayton Parts, LLC
Dayton Parts True Fit Plus	86929039	5312317	Dayton Parts, LLC
TrueFit Express	88019338	5731697	Dayton Parts, LLC
TRUEFIT	87144842	5168553	Dayton Parts, LLC
CARGOMAXX HD	88726198	6236663	Dayton Parts, LLC
Midline	87265109	5241260	Dayton Parts, LLC
DP	87084882	5133477	Dayton Parts, LLC
DP Everywhere	86696399	4940426	Dayton Parts, LLC
POLY-ROD	88656482	6111718	Dayton Parts, LLC
<u>Maxx</u>	88771858	6254815	Dayton Parts, LLC
S	88139874	5838015	Dayton Parts, LLC
СНАМР	74566982	3134569	RB DISTRIBUTION, INC.
CONDUCT-TITE!	73574251	1403855	RB DISTRIBUTION, INC.
DORMAN	73524016	1380190	RB DISTRIBUTION, INC.
DORMAN	73524044	1394860	RB DISTRIBUTION, INC.
DORMAN	73523694	1381068	RB DISTRIBUTION, INC.
DORMAN	73523684	1384184	RB DISTRIBUTION, INC.
DORMAN	85257278	4363014	RB DISTRIBUTION, INC.
DORMAN & WING LOGO	75505348	2342402	RB DISTRIBUTION, INC.
DORMAN & WING LOGO	75505224	2323204	RB DISTRIBUTION, INC.
DORMAN & WING LOGO	85300309	4240127	RB DISTRIBUTION, INC.
DORMAN DIESEL	85926674	4827475	RB DISTRIBUTION, INC.

Trademark	Serial Number	Reg. Number	Owner
DORMAN DIESEL	85926630	4827474	RB DISTRIBUTION, INC.
DORMAN HD SOLUTIONS LOGO (B&W)	85281274	4466798	RB DISTRIBUTION, INC.
DORMAN NEW SINCE 1918	78736212	3565926	RB DISTRIBUTION, INC.
HELP!	73511266	1392102	RB DISTRIBUTION, INC.
OE SOLUTIONS	85343649	4593207	RB DISTRIBUTION, INC.
QUICK BLEEDER	86295922	5005207	RB DISTRIBUTION, INC.
TRU-TORQUE	77468108	3553532	RB DISTRIBUTION, INC.

Trademark Applications:

Trademark	Serial Number	Owner
	90691690	Dayton Parts, LLC

TRADEMARK REEL: 007385 FRAME: 0636

RECORDED: 08/11/2021