# CH \$1290.00 8603

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM784413

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

## **CONVEYING PARTY DATA**

| Name                                    | Formerly | Execution Date | Entity Type                |
|---|----------|----------------|----------------------------|
| ICAHN AUTOMOTIVE<br>GROUP LLC           |          | 01/30/2023     | Limited Liability Company: |
| JBRE LLC                                |          | 01/30/2023     | Limited Liability Company: |
| PB ACQUISITION COMPANY FLORIDA LLC      |          | 01/30/2023     | Limited Liability Company: |
| THE PEP BOYS - MANNY,<br>MOE & JACK LLC |          | 01/30/2023     | Limited Liability Company: |
| AAMCO TRANSMISSIONS,<br>LLC             |          | 01/30/2023     | Limited Liability Company: |
| COTTMAN TRANSMISSION SYSTEMS, LLC       |          | 01/30/2023     | Limited Liability Company: |
| PRECISION FRANCHISING LLC               |          | 01/30/2023     | Limited Liability Company: |

# **RECEIVING PARTY DATA**

| Name:           | Icahn Enterprises Holdings, L.P. |
|-----------------|----------------------------------|
| Street Address: | 16690 Collins Ave., PH-1         |
| City:           | Sunny Isles Beach                |
| State/Country:  | FLORIDA                          |
| Postal Code:    | 33160                            |
| Entity Type:    | Limited Partnership: DELAWARE    |

# **PROPERTY NUMBERS Total: 51**

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 860330  | AAMCO                                    |
| Registration Number: | 3875638 | AAMCO TRANSMISSIONS TOTAL CAR CARE       |
| Registration Number: | 851209  | AAMCO                                    |
| Registration Number: | 2142232 |  |
| Registration Number: | 1107524 | AAMCO TRANSMISSIONS WORLD'S LARGEST TRAN |
| Registration Number: | 2179649 | DIRECTECH                                |
| Registration Number: | 2144306 |  |
| Registration Number: | 2586742 | POWER PURGE                              |
| Registration Number: | 5127432 | COTTMAN TRANSMISSION AND TOTAL AUTO CARE |

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 2906318 | COTTMAN TRANSMISSION                     |
| Registration Number: | 5335044 |  |
| Registration Number: | 817999  | COTTMAN                                  |
| Registration Number: | 1012437 | COTTMAN MAN                              |
| Registration Number: | 4025374 | COTTMAN TOTAL AUTO CARE AND TRANSMISSION |
| Registration Number: | 4809676 | STILL THE MAN                            |
| Registration Number: | 1991413 | TRANSCHECK 21 PLUS                       |
| Registration Number: | 2143169 | TRANSMISSION PHYSICIAN                   |
| Registration Number: | 5729086 | WD WHOLESALE DIRECT AUTO PARTS           |
| Registration Number: | 3678798 | JUST BRAKES STOP                         |
| Registration Number: | 3626285 | JUST BRAKES                              |
| Registration Number: | 3612213 | WE REALLY DO CARE                        |
| Registration Number: | 3023685 | CAR CARE WITH INTEGRITY                  |
| Registration Number: | 503440  | CORNELL                                  |
| Registration Number: | 1395353 |  |
| Registration Number: | 3060724 |  |
| Registration Number: | 3492125 |  |
| Registration Number: | 1562599 |  |
| Registration Number: | 1883212 | PEP BOYS                                 |
| Registration Number: | 4517599 | PEP BOYS                                 |
| Registration Number: | 4501699 | PEP BOYS                                 |
| Registration Number: | 2977954 | PEPBOYS AUTO                             |
| Registration Number: | 3970422 | PEPBOYS AUTO                             |
| Registration Number: | 310199  | THE PEP BOYS MANNY MOE JACK              |
| Registration Number: | 1997613 | 1-800-PEPBOYS                            |
| Registration Number: | 1788816 | CADET                                    |
| Registration Number: | 778767  | CORNELL FUTURA                           |
| Registration Number: | 1582462 | FUTURA                                   |
| Registration Number: | 2454578 | FUTURA                                   |
| Registration Number: | 1420631 | MANNY MOE & JACK                         |
| Registration Number: | 1562597 | MANNY, MOE & JACK                        |
| Registration Number: | 1472747 | PEP BOYS                                 |
| Registration Number: | 1288346 | PEP BOYS                                 |
| Registration Number: | 1562598 | PEP BOYS                                 |
| Registration Number: | 2036750 | PEP BOYS                                 |
| Registration Number: | 5895924 | PEP BOYS                                 |
| Registration Number: | 2828367 | PEP EXPRESS PARTS                        |
| Registration Number: | 2408968 | PEPBOYS.COM                              |

| Property Type        | Number  | Word Mark                |
|----------------------|---------|--------------------------|
| Registration Number: | 5928942 | QUICK ASSIST             |
| Registration Number: | 3015281 | PRECISION TUNE AUTO CARE |
| Registration Number: | 2125311 | PRECISION TUNE AUTO CARE |
| Registration Number: | 3991603 | SOFTWRENCH               |

### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

| ATTORNEY DOCKET NUMBER: | 101389-30020  |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | Dusan Clark   |
| SIGNATURE:              | /Dusan Clark/ |
| DATE SIGNED:            | 02/03/2023    |

### **Total Attachments: 10**

source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page1.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page3.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page3.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page4.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page5.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page6.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page7.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page8.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page9.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page9.tif source=2.D - Pep Boys - Trademark Security Agreement (Executed)#page10.tif

### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>"), dated as of January 30, 2023, is made by the entities listed as Grantors on the signature pages hereto (each, a "<u>Grantor</u>" and collectively, "<u>Grantors</u>"), in favor of Icahn Enterprises Holdings, L.P., a Delaware limited partnership (the "<u>Lender</u>").

Grantors have executed and delivered a Pledge and Security Agreement, dated as of January 30, 2023, with and in favor of the Lender for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"). Grantors have pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of the Lender, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference n the Pledge and Security Agreement or Credit Agreement referred to therein.
- 2. <u>Grant of Security Interest</u>. Grantors, 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 each such Grantor, hereby pledge and grant to the Lender a continuing security interest in, all of the Grantors' right, title and interest in, to and under the following Collateral of each such Grantor (the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and all trademark licenses, including, without limitation, those referred to on <u>Schedule 1</u> hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) 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.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The

Pledge and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

- 4. <u>Acknowledgment</u>. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.
- 6. <u>Governing Law.</u> 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.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ICAHN AUTOMOTIVE GROUP LLC JBRE LLC PB ACQUISITION COMPANY FLORIDA LLC THE PEP BOYS - MANNY, MOE & JACK LLC, as Grantors

By: \_\_\_\_\_\_

DocuSigned by:

Name: Michael Pomeroy
Title: Chief Financial Officer

AAMCO TRANSMISSIONS, LLC COTTMAN TRANSMISSION SYSTEMS, LLC,

as Grantors

By: Jim Gregory

DocuSigned by:

Name: James Gregory

Title: President & Chief Executive Officer

PRECISION FRANCHISING LLC, as a Grantor

By: Robert Falconi

Name: Robert R. Falconi

Title: Chief Executive Officer, President and

Chief Financial Officer

ICAHN ENTERPRISES HOLDINGS, L.P., as Lender

Ted Papapostolou

Ted Papapostolou

Chief Financial Officer Name:

Title:

[Signature Page to Trademark Security Agreement]

| UNITED<br>STATES            |                                   | UNITED<br>STATES            | UNITED<br>STATES                          | UNITED<br>STATES            | UNITED<br>STATES                        | UNITED<br>STATES            | Country    |
|-----------------------------|-----------------------------------|-----------------------------|---|-----------------------------|---|-----------------------------|------------|
| DIRECTECH                   | TRANSMISSION SPECIALISTS & DESIGN | AAMCO TRANSMISSIONS WORLD'S | AAMCO DOUBLE A BEEP BEEP M C O SOUND MARK | ААМСО                       | TRANSHISSIONS A VALUE OF TOTAL CAR CARE | ранцо                       | Trademark  |
| 25 Sep 1996                 |                                   | 23 Jan 1978                 | 05 Dec 1996                               | 26 Dec 1967                 | 01 Oct 2009                             | 28 Dec 1967                 | Appl. Date |
| 75/293,405                  |                                   | 73/156,306                  | 75/208,671                                | 72/287,501                  | 77/839,471                              | 72/287,709                  | Appl. No.  |
| 04 Aug 1998                 |                                   | 28 Nov 1978                 | 10 Mar 1998                               | 18 Jun 1968                 | 16 Nov 2010                             | 12 Nov 1968                 | Reg. Date  |
| 2,179,649                   |                                   | 1,107,524                   | 2,142,232                                 | 851,209                     | 3,875,638                               | 860,330                     | Reg. No.   |
| REGISTERED                  |                                   | REGISTERED                  | REGISTERED                                | REGISTERED                  | REGISTERED                              | REGISTERED                  | Status     |
| AAMCO<br>Transmissions, LLC |                                   | AAMCO<br>Transmissions, LLC | AAMCO<br>Transmissions, LLC               | AAMCO<br>Transmissions, LLC | AAMCO<br>Transmissions, LLC             | AAMCO<br>Transmissions, LLC | Owner      |

| UNITED                            | UNITED<br>STATES                     | UNITED<br>STATES                     | UNITED<br>STATES                     | STATES                               | UNITED<br>STATES            | UNITED<br>STATES                   | Country    |
|-----------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-----------------------------|------------------------------------|------------|
| COTTMAN MAN                       | COTTMAN                              |                                      |                                      |                                      | POWER PURGE                 | DOUBLE A BEEP BEEP MCO SPOKEN WORD | Trademark  |
| 18 Nov 1974                       | 28 Jul 1965                          | 18 Apr 2017                          | 21 May 2003                          | 13 May 2016                          | 15 Nov 1999                 | 05 Dec 1996                        | Appl. Date |
| 73/037,358                        | 72/224,397                           | 87/415,648                           | 78/252,699                           | 87/036,823                           | 75/849,786                  | 75/209,030                         | Appl. No.  |
| 03 Jun 1975                       | 01 Nov 1966                          | 1 <b>4 N</b> ov 2017                 | 30 Nov 2004                          | 24 Jan 2017                          | 25 Jun 2002                 | 17 Mar 1998                        | Reg. Date  |
| 1,012,437                         | 817,999                              | 5,335,044                            | 2,906,318                            | 5,127,432                            | 2,586,742                   | 2,144,306                          | Reg. No.   |
| REGISTERED                        | REGISTERED                           | REGISTERED                           | REGISTERED                           | REGISTERED                           | REGISTERED                  | REGISTERED                         | Status     |
| Cottman Transmission Systems, LLC | Cottman Transmission<br>Systems, LLC | Cottman Transmission<br>Systems, LLC | Cottman Transmission<br>Systems, LLC | Cottman Transmission<br>Systems, LLC | AAMCO<br>Transmissions, LLC | AAMCO<br>Transmissions, LLC        | Owner      |

| FLORIDA<br>(UNITED<br>STATES)         | UNITED<br>STATES                      | FLORIDA<br>(UNITED<br>STATES)         | UNITED            | UNITED<br>STATES | STATES      | UNITED                        | UNITED                            | UNITED                               | UNITED<br>STATES                  |        | UNITED<br>STATES                                       | Country    |
|---------------------------------------|---------------------------------------|---------------------------------------|-------------------|------------------|-------------|-------------------------------|-----------------------------------|--------------------------------------|-----------------------------------|--------|--|------------|
| CAR CARE WITH INTEGRITY               | ALTO SOUTH                            |                                       | WE REALLY DO CARE | JUST BRAKES      | Makes<br>Ps |                               | TRANSMISSION PHYSICIAN            | TRANSCHECK 21 PLUS                   | STILL THE MAN                     | DESIGN | COTTMAN TOTAL AUTO CARE AND TRANSMISSION SPECIALISTS & | Trademark  |
|                                       | 02 Dec 2004                           | 04 Jan 2005                           | 22 Sep 2008       | 22 Sep 2008      | 22 Sep 2008 | 12 Jan 2018                   | 11 Jan 1996                       | 08 Sep 1995                          | 27 May 2014                       |        | 20 Dec 2010  | Appl. Date |
|                                       | 78/525,681                            | T05000000021                          | 77/575,909        | 77/575,919       | 77/575,894  | 87/753,867                    | 75/041,273                        | 74/726,496                           | 86/292,818                        |        | 85/201,521   | Appl. No.  |
| 14 Aug 2020                           | 28 Feb 2006                           | 04 Jan 2005                           | 28 Apr 2009       | 26 May 2009      | 08 Sep 2009 | 16 Apr 2019                   | 10 Mar 1998                       | 06 Aug 1996                          | 08 Sep 2015                       |        | 13 Sep 2011  | Reg. Date  |
| T20000000919                          | 3,062,829                             | T05000000021                          | 3,612,213         | 3,626,285        | 3,678,798   | 5,729,086                     | 2,143,169                         | 1,991,413                            | 4,809,676                         |        | 4,025,374  | Reg. No.   |
| REGISTERED                            | REGISTERED                            | REGISTERED                            | REGISTERED        | REGISTERED       | REGISTERED  | REGISTERED                    | REGISTERED                        | REGISTERED                           | REGISTERED                        |        | REGISTERED   | Status     |
| PB Acquisition<br>Company Florida LLC | PB Acquisition<br>Company Florida LLC | PB Acquisition<br>Company Florida LLC | JBRE, LLC         | JBRE, LLC        | JBRE, LLC   | ICAHN Automotive<br>Group LLC | Cottman Transmission Systems, LLC | Cottman Transmission<br>Systems, LLC | Cottman Transmission Systems, LLC |        | Cottman Transmission<br>Systems, LLC                   | Owner      |

| UNITED<br>STATES                      | Country    |
|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|------------|
| PEPBOYS                               |                                       |                                       | PEPBOYS                               |                                       |                                       |                                       |                                       | CORNELL                               | CAR CARE WITH INTEGRITY               | Trademark  |
| 22 Jan 2004                           | 16 Aug 2013                           | 16 Aug 2013                           | 20 Dec 1993                           | 17 Feb 1989                           | 23 Jan 2008                           | 22 Jan 2004                           | 27 Sep 1985                           | 16 Sep 19 <b>4</b> 7                  | 02 Dec 2004                           | Appl. Date |
| 76/571,460                            | 86/040,196                            | 86/040,235                            | 74/470,766                            | 73/781,181                            | 77/378,597                            | 76/571,463                            | 73/560,573                            | 71/534,670                            | 78/525,673                            | Appl. No.  |
| 26 Jul 2005                           | 25 Mar 2014                           | 22 Apr 2014                           | 14 Mar 1995                           | 24 Oct 1989                           | 26 Aug 2008                           | 21 Feb 2006                           | 27 May 1986                           | 26 Oct 1948                           | 06 Dec 2005                           | Reg. Date  |
| 2,977,954                             | 4,501,699                             | <b>4</b> ,517,599                     | 1,883,212                             | 1,562,599                             | 3,492,125                             | 3,060,724                             | 1,395,353                             | 503,440                               | 3,023,685                             | Reg. No.   |
| REGISTERED                            | Status     |
| The Pep Boys-Manny,<br>Moe & Jack LLC | PB Acquisition<br>Company Florida LLC | Owner      |

| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 2,408,968 | 28 Nov 2000 | 75/132,756 | 11 Jul 1996 | PEPBOYS.COM          | UNITED<br>STATES |
|---------------------------------------|------------|-----------|-------------|------------|-------------|----------------------|------------------|
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 2,828,367 | 30 Mar 2004 | 76/399,146 | 23 Apr 2002 | PEP EXPRESS<br>PARTS | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 5,895,924 | 29 Oct 2019 | 88/389,584 | 17 Apr 2019 | PEP BOYS             | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 2,036,750 | 11 Feb 1997 | 75/016,674 | 08 Nov 1995 | PEP BOYS             | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 1,562,598 | 24 Oct 1989 | 73/780,675 | 14 Feb 1989 | PEP BOYS             | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 1,288,346 | 31 Jul 1984 | 73/397,509 | 30 Sep 1982 | PEP BOYS             | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 1,472,747 | 19 Jan 1988 | 73/621,684 | 23 Sep 1986 | PEP BOYS             | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 1,562,597 | 24 Oct 1989 | 73/780,674 | 14 Feb 1989 | MANNY MOE & JACK     | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 1,420,631 | 09 Dec 1986 | 73/598,763 | 14 May 1986 | MANNY MOE & JACK     | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 2,454,578 | 29 May 2001 | 75/744,033 | 06 Jul 1999 | FUTURA               | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 1,582,462 | 13 Feb 1990 | 73/810,853 | 05 Jul 1989 | FUTURA               | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 778,767   | 20 Oct 1964 | 72/187,142 | 20 Feb 1964 | CORNELL<br>FUTURA    | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 1,788,816 | 17 Aug 1993 | 74/283,818 | 11 Jun 1992 | CADET                | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 1,997,613 | 27 Aug 1996 | 74/625,025 | 24 Jan 1995 | 1-800-PEPBOYS        | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 310,199   | 13 Feb 1934 | 71/341,802 | 22 Sep 1933 |                      | UNITED<br>STATES |
| The Pep Boys-Manny,<br>Moe & Jack LLC | REGISTERED | 3,970,422 | 31 May 2011 | 85/147,652 | 07 Oct 2010 | 010v                 | UNITED<br>STATES |
| Owner                                 | Status     | Reg. No.  | Reg. Date   | Appl. No.  | Appl. Date  | Trademark            | Country          |
|                                       |            |           |             |            |             |                      |                  |

| UNITED                    | UNITED<br>STATES                    | UNITED<br>STATES             | UNITED<br>STATES                      | Country    |
|---------------------------|-------------------------------------|------------------------------|---------------------------------------|------------|
| SOFTWRENCH                | Precision<br>Autocare               | PRECISION TUNE<br>AUTO CARE  | QUICK ASSIST                          | Trademark  |
| 08 Dec 2009               | 29 Oct 1996                         | 12 Jul 2004                  | 06 Dec 2017                           | Appl. Date |
| 77/888,742                | 75/191,634                          | 78/449,288                   | 87/710,180                            | Appl. No.  |
| 12 Jul 2011               | 30 Dec 1997                         | 15 Nov 2005                  | 03 Dec 2019                           | Reg. Date  |
| 3,991,603                 | 2,125,311                           | 3,015,281                    | 5,928,942                             | Reg. No.   |
| REGISTERED                | REGISTERED Prec<br>067310-00000020  | REGISTERED                   | REGISTERED                            | Status     |
| Precision Franchising LLC | Precision Franchising Precision Fra | Precision Franchising<br>LLC | The Pep Boys-Manny,<br>Moe & Jack LLC | Owner      |

**RECORDED: 02/03/2023**