UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
Date of Report (Date of earliest event reported) January 17, 2019

U.S. AUTO PARTS NETWORK, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-33264	68-0623433
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

16941 Keegan Avenue, Carson, CA 90746
(Address of principal executive offices) (Zip Code)
Registrant's telephone number, including area code (424) 702-1455

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Board Candidate Agreement with Kanen

On January 18, 2019, U.S. Auto Parts Network, Inc. (the "***Company***") entered into a Board Candidate Agreement (the "***Agreement***") with David Kanen ("***Mr. Kanen***"), Kanen Wealth Management LLC, and Philotimo Fund, LP (collectively with its affiliates, "***Kanen***").

Under the Agreement, the Company has appointed Mr. Kanen to the Company's Board of Directors (the "***Board***") as a Class II Director, effective January 18, 2019. If at any point in time Kanen fails to beneficially own more than 5% of the Company's outstanding voting capital stock or Kanen breaches any provision of the Agreement (each, a "***Termination Event***"), Mr. Kanen shall promptly resign from the Board upon request. In addition, in the event Mr. Kanen resigns or otherwise ceases to serve as a director, other than due to a Termination Event, prior to the expiration of the Voting Period (as defined below), the Company and Mr. Kanen agree to work collaboratively to appoint a mutually agreeable replacement candidate (a "***Replacement Candidate***").

Additionally, at each annual or special meeting of the Company's stockholders, Kanen has agreed to vote all shares of the Company's capital stock beneficially owned by Kanen (the "***Kanen Shares***") on each director nominee or other matter presented for a vote which has been recommended by the Board except any matter that would result in a change in control transaction (the "***Voting Obligation***"). Kanen has also agreed not to provide assistance with any vote to be taken by the Company's stockholders that has not been formally recommended by the Board provided Kanen is not restricted from taking any action in connection with a publicly announced change of control transaction that is not supported by Mr. Kanen (the "***Standstill Obligation***" and together with the Voting Obligation, the "***Obligations***"). Pursuant to the Agreement, the Obligations begin on the date of the Agreement and shall end on the earliest to occur of (i) the date that the Company notifies Mr. Kanen in writing that it does not intend to re-nominate Mr. Kanen as a director at its 2020 Annual Meeting of Stockholders or such subsequent annual meeting at which Mr. Kanen would be up for re-election; (ii) the date that is fifteen (15) business days prior to the deadline for the submission of stockholder nominations for the Company's 2021 Annual Stockholder Meeting (but only in the event that the Mr. Kanen has tendered his resignation on or before such date), or (iii) the date of the Company's 2021 Annual Stockholder Meeting (such period, the "***Voting Period***"). In connection with the Obligations, Kanen has also granted the Company an irrevocable proxy with respect to the Kanen Shares during the Voting Period. The terms of the Voting Agreement also contain a mutual nondisparagement provision.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement attached hereto as Exhibit 10.1.

Amendment to Board Candidate Agreement with Nia

On January 17, 2019, the Company entered into an Amendment to the Board Candidate Agreement (the "***Amendment***") with Mehran Nia ("***Mr. Nia***") and the Nia Living Trust Established September 2, 2004 (the "***Nia Trust***" and together with Mr. Nia, "***Nia***"). Under the Amendment, Nia has agreed to defer his right to appoint a second director the Board, provided that the Company agrees to use commercially reasonable efforts to appoint the second director to the Board at a later date through one of the following methods at the Company's sole discretion: (i) the Board nominates the second director to serve as a Class I director at the Company's 2019 Annual Stockholder Meeting; (ii) the Company seeks stockholder approval at the Company's 2019 Annual Stockholder Meeting to amend its Second Amended and Restated Certificate of Incorporation to expand the size of the Board to ten (10) directors and at a mutually agreeable time thereafter appoints the second director to serve on the Board as a Class II director; or (iii) to the extent there is an open vacancy on the Board at or prior to the Company's 2019 Annual Stockholder Meeting, the Board shall appoint the second director to serve on the Board and fill such vacancy.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment attached hereto as Exhibit 10.2.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) On January 18, 2019 (the "***Separation Date***"), Roger Hoffmann, the Company's Chief Technology Officer, resigned from the Company. In connection with his resignation, Mr. Hoffmann entered into separation agreements with the Company and its wholly owned subsidiary, U.S. Auto Parts (Philippines) Corp. (the "***Separation Agreements***").

Pursuant to the terms of the Separation Agreements, Mr. Hoffmann has executed a general release of all claims against the Company and U.S. Auto Parts (Philippines) Corp. and will be entitled to receive the following benefits: (i) continuation of his base salary for a period of four (4) months following the Separation Date, payable in accordance with the Company's payroll practices for its employees; (ii) accelerated vesting of 24,127 restricted stock unit awards and 44,094 performance-based restricted stock unit awards to be automatically accelerated on the Separation Date; (iii) the right to stay in his Company provided housing through the expiration of the current term of the pre-paid lease; and (iv) reimbursement of up to $5,000 of relocation expenses if Mr. Hoffmann moves back to the United States on or prior to the expiration of the Company provided lease, provided Mr. Hoffmann provides the Company with substantiated documentation of such relocation expenses.

The Separation Agreements also provide, among other things, that Mr. Hoffmann will abide by confidentiality, non-solicitation and non-disparagement covenants entered into with the Company, and that he will continue to cooperate with the Company in any transition matters.

The foregoing description of the Separation Agreements are qualified in their entirety by reference to the separation agreements which are filed as Exhibits 10.3 and 10.4 to this Form 8-K.

(d) On January 18, 2019, the Board appointed David Kanen to serve as a Class II director of the Company, effective immediately. The appointment of Mr. Kanen brings the Company's total number of directors to nine and fills an open vacancy on the Board. The nomination and subsequent appointment of Mr. Kanen as a director was made pursuant to the terms of the Board Candidate Agreement described above.

Mr. Kanen, age 53, has served as the Managing Member of Kanen Wealth Management, LLC, a registered investment advisor, since 2016 and as President and Portfolio Manager of Philotimo Fund, LP, a hedge fund focused on small-cap value and activism, since December 2016. From 2012 to 2016, Mr. Kanen was an independent advisor at Aegis Capital, Inc. Prior to that he worked as a retail and institutional financial advisor for various investment firms, including A.G. Edwards & Sons, Inc. from 1992 to 2004. Mr. Kanen holds a Bachelor of Science in Marketing from Jacksonville University. Mr. Kanen also serves on the Board of Directors of Famous Dave's of America, Inc. (NASDAQ:DAVE), which develops, owns, operates and franchises barbeque restaurants.

Mr. Kanen will enter into the Company's standard form of indemnification agreement. The Company is not aware of any transaction involving Mr. Kanen requiring disclosure under Item 404(a) of Regulation S-K.

Item 7.01. Regulation FD Disclosure

On January 23, 2019, the Company issued a press release announcing Mr. Kanen's appointment to the Board of Directors. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

The information furnished pursuant to this Item shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Board Candidate Agreement dated January 18, 2019 by and among U.S. Auto Parts Network, Inc., David Kanen, Kanen Wealth Management LLC, and Philotimo Fund, LP.
10.2	Amendment to Board Candidate Agreement dated January 17, 2019 by and among U.S. Auto Parts Network, Inc., Mehran Nia, and the Nia Living Trust Established September 2, 2004.
10.3	Separation Agreement and Release of Claims, dated January 23, 2019, by and between U.S. Auto Parts Network, Inc. and Roger Hoffmann.
10.4	Separation Agreement dated January 23, 2019, by and between U.S. Auto Parts Network (Philippines) Corp. and Roger Hoffmann.
99.1	Press Release, dated January 23, 2019.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 23, 2019

U.S. AUTO PARTS NETWORK, INC.

By: /s/ NEIL WATANABE
Name: Neil Watanabe
Title: Chief Financial Officer

Exhibit 10.1

U.S. AUTO PARTS NETWORK, INC.

BOARD CANDIDATE AGREEMENT

This Board Candidate Agreement (this "***Agreement***") is made and entered into as of January 18, 2019 (the "***Effective Date***") by and among **U.S. AUTO PARTS NETWORK, INC.**, a Delaware corporation (the "***Company***") and each of the persons set forth on the signature page hereto (each, an "***Investor***" and collectively with their respective affiliates, the "***Investors***"), which presently are or may be deemed to be members of a "group" with respect to the common stock of the Company, $0.001 par value per share (the "***Common Stock***"), pursuant to Rule 13d-5 promulgated by the U.S. Securities and Exchange Commission (the "***SEC***") under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***").

RECITALS

WHEREAS, subject to the terms and conditions of this Agreement, the Company believes that it is in the best interest of the Company to appoint David Kanen (the "***New Director***") to the Company's Board of Directors (the "***Board***") pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DIRECTOR CANDIDATE.

1.1 Board Candidates. Prior to the execution of this Agreement the Nominating and Corporate Governance Committee of the Board (the "***Nominating Committee***") has reviewed and approved the qualifications of the New Director to serve as a member of the Board. Promptly following the execution of this Agreement, the Company hereby agrees that the Board shall appoint the New Director to the Board as a Class II Director to fill a current vacancy on the Board.

1.2 Termination. Notwithstanding anything else in this Agreement to the contrary, if at any point in time (i) the Investors do not beneficially own, in the aggregate, at least five percent (5%) of the Company's then-outstanding shares of voting capital stock (as such ownership is calculated pursuant to the rules of The NASDAQ Global Market) (as adjusted for any stock combinations, splits, recapitalizations, and the like after the Effective Date), or (ii) the New Director or any Investor breaches any provision of this Agreement (either such event, a "***Termination Event***"), upon the Company's request, the New Director shall promptly tender his or her resignation from the Board and the Company shall not have any further obligations under this Agreement. In order for the Company to determine the occurrence of a Termination Event under subsection (i) above, each Investor shall provide written notice to the Company within two (2) business days of any transaction that causes the Investors to fail to satisfy the 5% ownership threshold at any time

1.3 Replacement Director. Following the New Director's appointment to the Board, if such New Director subsequently resigns or otherwise ceases to serve as a director, other than due to a Termination Event, prior to the expiration of the Voting Period (as defined below), the Investors shall have the ability to recommend a substitute person for appointment to the Board in accordance with this Section 1.3 (any such replacement nominee shall be referred to as a "***Replacement Director***," and upon becoming a Replacement Director, such person shall be deemed a New Director for purposes of this Agreement). Any Replacement Director must (A) be mutually agreeable by the Board, (B) qualify as "independent" pursuant to Nasdaq Stock Market listing standards, and (C) have the relevant financial and business experience to be a director of the Company. Following the identification of an approved Replacement Director, the Company will use its commercially reasonable efforts to appoint the Replacement Director to the Board.

1.4 Director Questionnaire and Background Check. As an additional condition to the appointment of the New Director to the Board, the New Director shall provide, prior to such appointment to the Board, a completed D&O Questionnaire in the form executed by the Company's other directors, and the Company shall have received acceptable results from a completed background check on the New Director.

2. VOTING AGREEMENT.

2.1 Investor Shares. During the Voting Period (as defined below), the Investors agree to vote all shares of voting capital stock of the Company registered in the Investors' names or beneficially owned by the Investors (as determined by Rule 13d-3 of the Exchange Act), including any and all voting securities of the Company legally or beneficially acquired by the Investors after the date hereof (hereinafter collectively referred to as the "***Investor Shares***"), in accordance with the provisions of this Section 2. For purposes of this Agreement, the "***Voting Period***" shall mean the period of time beginning on the date of this Agreement and ending on the earliest to occur of (i) following the New Director's appointment to the Board, the date that the Company notifies the Investors in writing (the "***Required Notice***") that it does not intend to re-nominate the New Director as a director of the Company at any annual meeting at which the New Director would be up for re-election based on his term of appointment (such notice to be provided not later than the date that is 10 calendar days prior to the deadline established pursuant to the Company's Amended and Restated Bylaws for the submission of stockholder nominations for the applicable annual meeting where such nomination is not to be included in the Company's proxy statement for such annual meeting), (ii) the date that is fifteen (15) business days prior to the deadline for the submission of stockholder nominations for the Company's 2021 Annual Stockholder Meeting (but only in the event that the New Director has tendered his resignation on or before such date), or (iii) the date of the Company's 2021 Annual Stockholder Meeting.

2.2 Voting Agreement. During the Voting Period, at any annual or special meeting of stockholders of the Company called, or at any adjournment thereof, or in any other circumstances upon which a vote, consent or other approval (including by written consent) is sought from the Investors with respect to the election of directors or any other matter, the Investors shall vote (or cause to be voted) the Investor Shares on each director nomination or other matter presented for a vote, consent or other approval in accordance with the formal recommendation of a majority of the Board (acting as such) except any matter presented for a vote, consent or approval which would result in a Change of Control transaction (as defined

below). For purposes of this Agreement, a " Change of Control" transaction shall be deemed to have taken place if (i) any person is or becomes a beneficial owner, directly or indirectly, of securities of the Company representing more than 50% of the equity interests and voting power of the Company's then outstanding equity securities or (ii) the Company enters into a stock-for-stock transaction whereby immediately after the consummation of the transaction the Company's stockholders retain less than 50% of the equity interests and voting power of the surviving entity's then outstanding equity securities

2.3 Unauthorized Proposal. During the Voting Period, the Investors shall not, directly or indirectly (including through agents or attorneys or affiliated entities), provide assistance, information, encouragement or advice (including by way of furnishing nonpublic information) to any third party in connection with any vote, consent, approval or action to be taken by the Company's stockholders that has not been formally recommended by a majority of the Board (acting as such), or take any other action to facilitate a vote, consent or other approval of the Company's stockholders on any matter (or director nomination) not formally recommended by a majority of the Board (acting as such) (an "***Unauthorized Proposal***"), including, without limitation, the solicitation of proxies for a matter (or director nomination) to be voted upon by the Company's stockholders and not formally recommended by a majority of the Board (acting as such); provided that nothing herein shall prevent the New Director or Investors from taking any action in connection with a publicly announced Change of Control transaction that is not supported by the New Director. During the Voting Period, the Investors shall not, directly or indirectly (including through agents or attorneys or affiliated entities) have any communications with any third parties with respect to (or that could reasonably be expected to lead to) an Unauthorized Proposal.

2.4 Proxy and Power-of-Attorney. During the Voting Period, the Investors agree, within five business days after receipt, to execute and deliver to the Company, or cause to be executed and delivered to the Company, all proxy cards and written consents received by the Investors from the Company with respect to the election of directors or any other matter, in each case directing that the Investor Shares held by the Investors as of the applicable record date be voted in accordance with Section 2.2. In furtherance of the foregoing, the Investors hereby appoint the Company and any designee of the Company, and each of them individually, as the Investor's proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the Voting Period with respect the Investor Shares in accordance with Section 2.2. This proxy is given to secure the performance of the duties of the Investors under this Agreement. The Investors shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. The proxy and power of attorney granted pursuant to this Section 2.4 by the Investors shall be irrevocable during the Voting Period, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by the Investors. The power of attorney granted by the Investors herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of the Investors. The proxy and power of attorney granted hereunder shall terminate upon the expiration of the Voting Period.

3. REPRESENTATIONS AND WARRANTIES.

3.1 Enforceability.

(i) The Investors represent and warrant to the Company that they have all requisite power to execute and deliver this Agreement and that that the execution, delivery and performance of this Agreement by them will not and does not conflict with any agreement, arrangement or understanding, written or oral, to which the Investors are a party or by which such party is bound. Upon its execution and delivery, this Agreement will be a valid and binding obligation of the Investors, enforceable against the Investors in accordance with its terms. The Investors certify and agree that they have not and will not enter into any agreement, arrangement or understanding, either written or oral, in conflict with this Agreement without notifying the Company in advance and receiving the Company's express written permission.

(ii) The Company represents and warrants to the Investors that it has all requisite power to execute and deliver this Agreement and that that the execution, delivery and performance of this Agreement by it will not and does not conflict with any of its organizational documents or any agreement, arrangement or understanding, written or oral, to which the Company is a party or by which the Company is bound. Upon its execution and delivery, this Agreement will be a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. The Company certifies and agrees that it has not and will not enter into any agreement, arrangement or understanding, either written or oral, in conflict with this Agreement without notifying the Investors in advance and receiving the Investors' express written permission.

3.2 Power to Vote. The Investors have full power to vote the Investor Shares owned as of the date hereof as provided in Section 2. Neither the Investors nor any of the Investor Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting of the Investor Shares, except as otherwise contemplated by this Agreement. During the Voting Period, the Investors will not enter into any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting of the Investor Shares, except as otherwise contemplated by this Agreement.

3.3 Company Policies. The Investors represent and warrant to the Company that, at all times (if any) while serving as a member of the Board, the Investors shall comply with all policies, procedures, processes, codes, rules, standards and guidelines applicable to the Company's Board members, including the Company's code of business conduct and ethics, securities trading policies, anti-hedging policies, Regulation FD-related policies, director confidentiality policies and corporate governance guidelines.

4. NONDISPARAGEMENT.

4.1 During the Voting Period, the Investors shall not, directly or indirectly (including through officers, directors, employees, agents, attorneys or affiliated entities), disparage the Company or its respective officers, directors, employees, business operations, stockholders and agents, as applicable, in any manner likely to be harmful to them or their business, business reputation or personal reputation, nor shall the Investors provide assistance, information, encouragement or advice to any third party for the purpose of disparaging the Company or its respective officers, directors, employees, business operations, stockholders and agents, as applicable, in any manner likely to be harmful to them or their business, business reputation or

personal reputation; provided that the foregoing shall not prevent the Investors from (a) responding accurately and fully to any question, inquiry or request for information when required by legal process (provided that the Investors provide the Company with reasonable advance notice, to the extent legally permissible, of such disclosure and, at the Company's reasonable request and expense, uses commercially reasonable efforts to assist the Company with taking whatever measures may be at the Investors' or the Company's disposal to prevent such disclosure or to secure confidential treatment with respect to such disclosure), (b) enforcing its rights under this Agreement, or (c) engaging in non-public communications with the Company, its officers and directors.

4.2 During the Voting Period, the Company shall not, directly or indirectly (including through officers, directors, employees, agents, attorneys or affiliated entities), disparage the Investors or any of its respective officers, directors, employees, managers, members, partners, business operations, investment strategies or agents, as applicable, in any manner likely to be harmful to any of them or their business, business reputation or personal reputation, nor shall the Company provide assistance, information, encouragement or advice to any third party for the purpose of disparaging by the Investors or any of its respective officers, directors, employees, managers, members, partners, business operations, investment strategies or agents, as applicable, in any manner likely to be harmful to any or them or their business, business reputation or personal reputation; provided that the foregoing shall not prevent the Company from (a) responding accurately and fully to any question, inquiry or request for information when required by legal process (provided that the Company provides the Investors with reasonable advance notice, to the extent legally permissible, of such disclosure and, at the Investors' reasonable request and expense, uses commercially reasonable efforts to assist the Investors with taking whatever measures may be at the Company's or the Investors' disposal to prevent such disclosure or to secure confidential treatment with respect to such disclosure), (b) enforcing its rights under this Agreement, or (c) engaging in non-public communications with by the Investors.

5. FORM 8-K AND PRESS RELEASE.

5.1 Promptly following the execution of this Agreement, the Company shall issue a Form 8-K and/or a press release with respect to the execution and delivery of this Agreement and the material provisions hereof, in each case, as necessary to comply with applicable securities laws.

6. MISCELLANEOUS.

6.1 Governing Law; Venue. This Agreement shall be construed, enforced, and interpreted pursuant to the laws of the State of Delaware, without regard to choice of law rules, as applied to contracts made and to be performed entirely in Delaware. The parties agree that any proceeding brought by either party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby irrevocably submit to the exclusive jurisdiction and venue of, any state or federal court located in the State of Delaware in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agree that all claims in respect of the proceeding shall be heard and determined only in any such court and agree not

to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

6.2 Assignability. Except as otherwise provided in this Agreement, neither the Company nor the Investors may sell, assign or delegate any rights or obligations under this Agreement, except that the Company, if it is a party to any merger, consolidation, share exchange, business combination or similar transaction that results in a change in control of the Company and the Company is not the surviving entity in such transaction, may assign this Agreement to the surviving entity in such transaction.

6.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

6.4 Headings. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

6.5 Notices. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given upon receipt if delivered personally or by commercial messenger or courier service, or three business days after mailing if mailed by U.S. registered or certified mail (return receipt requested, postage prepaid), or upon receipt if sent via facsimile (with receipt of confirmation of complete transmission) to the party at the party's address or facsimile number written below or at such other address or facsimile number as the party specifies in writing by like notice. A copy of any such notice shall also be given by email transmission.

If to the Company, to:

U.S. Auto Parts Network, Inc.
16941 Keegan Ave.
Carson, CA 90746
Attn: General Counsel
Facsimile: (310) 735-0089
Email: deisler@usautoparts.com

If to the Investors, to:

Kanen Wealth Management LLC
5850 Coral Ridge Drive, Suite 309
Coral Springs, Florida 33076
Fax: (631) 863-3100
Email: dkanen@kanenadvisory.com
Attention: David L. Kanen

6.6 Amendments; Waiver. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Investors and the Company.

6.7 Fees and Expenses. Each of the Company and the Investors shall be responsible for its own fees and expenses incurred in connection with the negotiation, execution, and effectuation of this Agreement and the transactions contemplated hereby, including, but not limited to attorneys' fees incurred in connection with the negotiation and execution of this Agreement and all other activities related to the foregoing; *provided, however*, that the Company shall reimburse the Investors, within five (5) business days of the later of (i) the Effective Date and (ii) the date that the Company receives reasonable supporting documentation, for its expenses, including legal fees and expenses, as actually incurred in connection with the matters related to the negotiation and execution of this Agreement in an amount not to exceed $25,000. In addition, the New Director shall waive any Board compensation to which such New Director would otherwise be entitled as consideration for entering into this Agreement.

6.8 Attorneys' Fees. In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

6.9 Equitable Remedy. The parties hereto hereby declare that irreparable damage would occur, and that it is impossible to measure in money the damages which will accrue, by reason of a failure of a party to perform any of its obligations under this Agreement and agree that the terms of this Agreement shall be specifically enforceable (in addition to any other remedy to which a party is entitled at law or in equity). If a party (a "***Moving Party***") institutes any action or proceeding to specifically enforce the provisions of this Agreement, or to obtain injunctive or other equitable relief to prevent any breach or threatened breach of this Agreement, the other party hereby waives the claim or defense therein that the Moving Party has an adequate remedy at law, and shall not offer in any such action or proceeding the claim or defense that such remedy at law exists. In any such case, the Moving Party will not be required to post a bond or other security.

6.10 Further Assurances. The Investors and the Company each agree, upon request by the other party, to execute and deliver any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

6.11 Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

6.12 Counterparts and Facsimiles. This Agreement may be executed electronically or via facsimile and in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

U.S. AUTO PARTS NETWORK, INC.

By: /s/ Lev Peker

Name: Lev Peker

Title: Chief Executive Officer

DAVID KANEN

/s/ David Kanen

KANEN WEALTH MANAGEMENT LLC

By: /s/ David Kanen

Name: David Kanen

Title: President

PHILOTIMO FUND, LP

By: s/ David Kanen

Name: David Kanen

Title: President of Kanen Wealth Management, LLC, General Partner

Exhibit 10.2

AMENDMENT AGREEMENT

This Amendment Agreement (this "***Amendment***") is made and entered into as of January 17, 2019 (the "***Effective Date***"), by and among U.S. Auto Parts Network, Inc. (the "***Company***"), Mehran Nia ("***Mr. Nia***") and the Nia Living Trust Established September 2, 2004 (the "***Trust***" and together with Mr. Nia, "***Nia***").

WHEREAS, the Company has entered into a Board Candidate Agreement with Nia, dated May 31, 2018 (the "***Board Agreement***").

WHEREAS, the Board Agreement provides that the Company and Nia shall mutually agree on the appointment of a new director on the Company's Board of Directors (the "***Board***") to serve as a Class II director (the "***Nia Appointee***") and the Board shall expand the size of the Board from eight (8) directors to nine (9) directors accordingly.

WHEREAS, the Second Amended and Restated Certificate of Incorporation of the Company fixes the number of directors who shall constitute the Board at a maximum of nine (9) directors and requires stockholder approval to expand the size of the Board beyond nine (9) directors.

WHEREAS, David Kanen ("***Mr. Kanen***") has requested to be appointed as a member of the Board and Nia has agreed that Mr. Kanen may serve on the Board as a Class II director and as the Company's ninth director notwithstanding Nia's right to mutually agree with the Company on the appointment of the Nia Appointee, provided the parties enter into this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 . Amendment. Section 1.1(ii) of the Board Agreement is hereby amended and restated in its entirety as follows:

> "(ii) The Company hereby agrees that the Board shall use commercially reasonable efforts to appoint the Second Director to serve as a member of the Board through one of the following methods selected at the sole discretion of the Company: (i) the Board shall nominate the Second Director to serve as a Class I director at the Company's 2019 Annual Stockholder Meeting; (ii) the Company shall seek stockholder approval at the Company's 2019 Annual Stockholder Meeting to amend its Second Amended and Restated Certificate of Incorporation to expand the size of the Board to ten (10) directors and shall at a mutually agreeable time thereafter appoint the Second Director to serve on the Board as a Class II director; or (iii) to the extent there is an open vacancy on the Board at or prior to the Company's 2019 Annual Stockholder Meeting, the Board shall appoint the Second Director to serve on the Board and fill such vacancy."

2 . Entire Agreement. This Amendment together with the Board Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, arrangements and discussions between the parties regarding

such subject matter. To the extent there is a conflict between the terms of the Board Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

3 . Counterparts. This Amendment may be signed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

U.S. AUTO PARTS NETWORK, INC.

By: /s/ Lev Peker

Name: Lev Peker

Title: Chief Executive Officer

MEHRAN NIA

/s/ Mehran Nia

NIA LIVING TRUST ESTABLISHED SEPTEMBER 2, 2004

By: /s/ Mehran Nia

Name: Mehran Nia

Title: Member

Exhibit 10.3

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and Release of All Claims (the " ***Agreement***") is between Roger Hoffmann ("***Employee***") and U.S. Auto Parts Network, Inc., its officers, directors, employees, foreign and domestic subsidiaries, benefit plans and plan administrators, affiliates, agents, joint ventures, attorneys, successors and/or assigns (collectively referred to as "***Company***").

RECITALS

Employee is currently employed by the Company. Employee's employment with the Company terminates effective January 18, 2019 (the last date of employment being the "***Separation Date***"), and Employee will not provide services to the Company after this date. Employee and the Company mutually desire to end their relationship and to eliminate any future disputes. As a demonstration of that desire, the Company has elected to offer Employee compensation and benefits to which Employee would not otherwise be entitled. The Company expressly disclaims any wrongdoing or any liability to Employee. This Agreement and compliance with it shall not be construed as an admission by the Company of any liability or violation to the rights of Employee or any other person or as a violation of any order, law, statute duty or contract whatsoever as to Employee or any person.

AGREEMENTS

Based upon the foregoing, and in consideration of the mutual promises contained in this Agreement, Employee and the Company (for its benefit and the benefit of the Released Parties as defined below) agree, effective upon the date of execution by Employee, as follows:

1 . Acknowledgment. The Company will pay Employee all regular salary, expenses, commissions, distributions, and Company benefits due and owing as of the Separation Date, less appropriate withholdings and is not owed any monies allowed, including but not limited to those required under the California Labor Code, as of the Separation Date. This sum is not consideration for this Agreement. The Company will pay Employee for any vacation days that Employee has accrued but has not used as of the Separation Date. This sum is likewise not consideration for this Agreement. Information regarding the transfer or distribution of Employee's USAP 401(k) Retirement Plan account (if applicable) will be provided to Employee under separate cover by Fidelity Investments Consideration.

2. Consideration. The Parties recognize that, apart from this Agreement, the Company is not obligated to provide Employee with any of the benefits set forth

hereunder. The Company agrees to provide Employee the following consideration to be paid following execution of this Agreement and after that date which is after the expiration of the seven (7) day revocation period described in Paragraph 10 below, provided Employee has not revoked this Agreement as described in that Paragraph:

- Payment of **$18,946.80** which is equivalent to **four months** of Employee's current U.S. base salary less standard employee withholding taxes, in accordance with the Company's regular bi-weekly payroll practices (the "***Cash Payment***").

- Accelerated vesting of 44,094 performance based restricted stock units and 24,127 restricted stock units the vesting of which is to be accelerated on the Separation Date (the "***Acceleration***" together with the Cash Payment, the "***Payment***").

- The right to stay in Employee's current Company provided housing through the expiration of the current term of the pre-paid lease (the "***Lease***"); and

- Reimbursement of up to $5,000 of relocation expenses if Employee moves back to the United States on or prior to the expiration of the Lease, provided Employee provides the Company with substantiated documentation of such expenses.

Employee understands and acknowledges that Employee is not entitled to and would not receive the aforementioned consideration, including the Payment, but for compliance with the terms and conditions of this Agreement.

3. Taxes. Notwithstanding the tax deductions set forth in Paragraph 2 above, Employee shall pay in full when due, and shall be solely responsible for, any and all federal, state, or local income taxes that are or may be assessed against Employee relating to the consideration provided including the Payment received pursuant to this Agreement, as well as all interest or penalties that may be owed in connection with such taxes. Employee is not relying on any representations or conduct of the Company with respect to the adequacy of the withholdings.

4. Non-Admission of Liability.

The Company hereby disclaims any wrongdoing against Employee. Indeed, Employee agrees that neither this Agreement, nor the furnishing of the consideration for the release contained herein shall be deemed or construed at any time for any purpose as an admission by Company of any liability or unlawful conduct of any kind.

5. Release.

(a) Employee, on behalf of Employee, Employee's spouse, successors, heirs, and assigns, hereby forever relieves, releases, and discharges the Company as well as its past, present and future officers, directors, administrators, shareholders, employees, agents, successors, subsidiaries, parents, assigns, representatives, brother/sister corporations, and all other affiliated or related corporations, all benefit plans sponsored

by the Company, and entities, and each of their respective present and former agents, employees, or representatives, insurers, partners, associates, successors, and assigns, and any entity owned by or affiliated with any of the above (collectively, the "***Released Parties***"), from any and all claims, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to attorneys' fees), damages, actions, and causes of action, of whatever kind or nature, including but not limited to any statutory, civil, administrative, or common law claims, whether known or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed, arising out of any act or omission occurring before Employee's execution of this Agreement, including but not limited to any claims based on, arising out of, or related to Employee's employment with, or the ending of Employee's employment with the Company, any claims arising from rights under federal, state, and local laws relating to the regulation of federal or state tax payments or accounting; federal, state or local laws that prohibit harassment or discrimination on the basis of race, national origin, religion, sex, gender, age, marital status, bankruptcy status, disability, perceived disability, ancestry, sexual orientation, family and medical leave, or any other form of harassment or discrimination or related cause of action (including but not limited to failure to maintain an environment free from harassment and retaliation, inappropriate comments or touching and/or "off-duty" conduct of other Company employees); statutory or common law claims of any kind, including but not limited to, any alleged violation of Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Employee Retirement Income Security Act of 1971, as amended, The Americans with Disability Act of 1990, as amended, the Age Discrimination in Employment Act, 29 U.S.C. Sections 621 et. seq., the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended, the Sarbanes-Oxley Act of 2002, the California Family Rights Act (Cal. Govt. Code § 12945.2 *et. seq*.), the California Fair Employment and Housing Act (Cal. Govt. Code § 12900 *et. seq*.), statutory provision regarding retaliation/discrimination for filing a workers' compensation claim under Cal. Labor Code § 132a, California Unruh Civil Rights Act, California Sexual Orientation Bias Law (Cal. Lab. Code § 1101 *et. seq*.), California AIDS Testing and Confidentiality Law, California Confidentiality of Medical Information (Cal. Civ. Code § 56 *et. seq*.), contract, tort, and property rights, breach of contract, breach of implied-in-fact contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract or current or prospective economic advantage, fraud, deceit, invasion of privacy, unfair competition, misrepresentation, defamation, wrongful termination, tortious infliction of emotional distress (whether intentional or negligent), breach of fiduciary duty, violation of public policy, or any other common law claim of any kind whatsoever; any claims for severance pay, sick leave, family leave, liability pay, overtime pay, vacation, life insurance, health insurance, continuation of health benefits, disability or medical insurance, or Employee's 401(k) rights or any other fringe benefit or compensation, including but not limited to stock options; and any claim for damages or declaratory or injunctive relief of any kind. The Parties agree and acknowledge that the release contained in this Paragraph 5 does not apply to any vested rights Employee may have under any 401(k) Savings Plan with the Company. Employee represents that at the time of the execution of this Agreement; Employee suffers from no work-related injuries and

has no disability or medical condition as defined by the Family Medical Leave Act. Employee represents that Employee has no workers' compensation claims that Employee intends to bring against the Company.

(b) Employee represents and warrants that Employee has no outstanding court, agency, or administrative claims for damages against any person or entity released herein. The parties intend to release only all claims that can legally be released in a private agreement, and this release excludes claims that cannot be waived as a matter of law such as for unemployment and workers' compensation. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED OR APPLIED IN A MANNER THAT AFFECTS OR LIMITS EMPLOYEE'S OTHERWISE LAWFUL ABILITY TO BRING AN ADMINISTRATIVE CHARGE WITH, TO PARTICIPATE IN AN INVESTIGATION CONDUCTED BY, OR TO PARTICIPATE IN A PROCEEDING INVOLVING, THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("***EEOC***") OR OTHER COMPARABLE STATE OR LOCAL ADMINISTRATIVE AGENCY. IN ADDITION, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO PROHIBIT EMPLOYEE FROM REPORTING CONDUCT TO, PROVIDING TRUTHFUL INFORMATION TO OR PARTICIPATING IN ANY INVESTIGATION OR PROCEEDING CONDUCTED BY ANY FEDERAL OR STATE GOVERNMENT AGENCY OR SELF-REGULATORY ORGANIZATION.

(c) Mistakes in Fact; Voluntary Consent . The Parties, and each of them, expressly and knowingly acknowledges that, after the execution of this Agreement, the Parties may discover facts different from or in addition to those that they now know or believe to be true with respect to the claims released in this Agreement. Nonetheless, this Agreement shall be and remain in full force and effect in all respects, notwithstanding such different or additional facts and Employee intends to fully, finally, and forever settle and release those claims released in this Agreement. In furtherance of such intention, the release given in this Agreement shall be and remain in effect as a full and complete release of such claims, notwithstanding the discovery and existence of any additional or different claims and the Parties assume the risk of misrepresentations, concealments, or mistakes, and if the Parties should subsequently discover that any fact relied upon in entering into this Agreement was untrue, that any fact was concealed, or that Employee's understanding of the facts or law was incorrect, Employee shall not be entitled to set aside this Agreement or the settlement reflected in this Agreement or be entitled to recover any damages on that account.

(d) Section 1542 of the California Civil Code . Employee expressly waives any and all rights and benefits conferred upon Employee by Section 1542 of the California Civil Code, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN EMPLOYEE'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY EMPLOYEE MUST HAVE MATERIALLY AFFECTED EMPLOYEE'S SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Employee expressly acknowledges this General Release is intended to include in its effect, without limitation, all claims Employee does not know or suspect to exist in Employee's favor at the time of signing this Agreement, and that this General Release contemplates the extinguishment of any such claim. Employee warrants that Employee has read this General Release, including this waiver of California Civil Code section 1542, and that Employee has consulted counsel about this Agreement and specifically about the waiver of section 1542, and that Employee understands this Agreement and the section 1542 waiver, and so Employee freely and knowingly enters into this Agreement. Employee acknowledges that Employee may later discover facts different from or in addition to those Employee now knows or believes to be true regarding the matters released or described in this General Release, and even so Employee agrees that the releases and agreements contained in this General Release shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Employee assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Employee relating thereto. Employee hereby expressly waives and relinquishes all rights and benefits under the foregoing section and any law of any other jurisdiction of similar effect with respect to Employee's release of any unknown or unsuspected claims herein.

Accordingly, Employee knowingly, voluntarily and expressly waives any rights and benefits arising under Section 1542 of the California Civil Code and any other statute or principle of similar effect.

(e) No Re-hire or Future Employment. Employee understands and agrees that Employee is not eligible for re-hire or reinstatement with and agrees not to seek or accept future employment with the Company or Released Parties, at any time in the future. Employee agrees that if Employee does seek to be hired by the Company, this Agreement shall be conclusively deemed a proper and lawful reason for not hiring Employee.

(e) Affirmations. By signing below, Employee represents and agrees that Employee was not denied any leave or benefit requested, received the correct pay for all hours worked, and has no known workplace injuries or occupational diseases. Employee affirms that Employee has not filed, nor has Employee caused to be filed, nor is Employee presently a party to any claim, complaint, or action against any Released Party in any forum or form. Other than the consideration set forth in Paragraph 2, which Employee agrees constitutes adequate consideration sufficient to render this Agreement legally enforceable, Employee affirms that Employee has been paid and/or has received all leave (paid or unpaid), compensation, wages, and/or commissions to which Employee may be entitled and that no other leave (paid or unpaid), compensation, wages, and/or commissions are due to Employee, except as provided in this Agreement. By way of further affirmation, Employee is not aware of any facts that would support the filing of a claim, charge, complaint, or other proceeding against any of the Released Parties. Employee has no knowledge of any illegal, unethical, criminal or violative conduct by

the Company or any of the Released Parties. Employee acknowledges that it is the Company's policy to comply with all applicable laws and regulations, as well as its own policies. Employee confirms that Employee has reported to the Company any violations Employee knows or suspects by anyone, to the fullest extent that reporting can be legally required, and to Employee's knowledge, any such violations have been addressed and corrected.

(f) Confidentiality / Non-disparagement. Employee agrees to keep the terms and amounts of this Agreement confidential and agree not to disclose any such information to any person other than Employee's present or future attorneys, accountants, tax advisors, immediate family, or as may be required in response to a court order, subpoena, or valid inquiry by a government agency or regulator. Employee further agrees that, if any information concerning the terms of this Agreement is revealed as permitted by this paragraph, Employee shall inform the recipient of the information that it is confidential. Employee agrees to direct all requests for references to Human Resources Department. The confidentiality obligations contained in this paragraph shall be in addition to any other confidentiality agreements between the Parties. Notwithstanding the foregoing**,** nothing in this Agreement shall be construed as precluding disclosure where such disclosure is required and compelled by law. In the event that Employee is required and compelled by law to disclose any such matters, Employee will first give fifteen (15) days advance written notice (or, in the event that it is not possible to provide fifteen (15) days written notice, as much written notice as is possible under the circumstances) to the Company so that the Company may present and preserve any objections that it may have to such disclosure and/or seek an appropriate protective order. Employee acknowledges and agrees that this paragraph is a material inducement to the Company's entering into this Agreement, and further acknowledges and agrees that any breach of this paragraph shall be subject to a claim for damages or equitable relief (or both), including but not limited to injunctive relief. Additionally, Employee agrees that Employee shall refrain from making any negative, disparaging or derogatory comments about the Company, including but not limited to, any public or private remarks or statements that would injure the business or reputation of the Company, or its officers, managers, members, directors, partners, agents or employees, provided that the foregoing shall not be construed to restrict Employee from reporting conduct or truthful information to any federal or state government agency or self-regulatory organization.

6 . Confidential and Proprietary Information / Return of Company Property. Employee acknowledges that as a result of Employee's employment with the Company, Employee has had access to the Company's confidential and proprietary business information, including, but not limited to, product information, pricing strategies, vendor and supplier information, business plans, research and development activities, manufacturing and marketing techniques, technological and engineering data, processes and inventions, legal matters affecting the Company and its business, customer and prospective customers' information, trade secrets, bid prices, contractual terms and arrangements, prospective business transactions, and financial and business forecasts ("***Confidential Information***"). Employee also acknowledges and reaffirms Employee's compliance and ongoing obligation to comply with all Proprietary Inventions/Works for Hire Provisions or similar agreements as well as any Confidentiality and Non-Disclosure

Agreements or Codes of Ethics that Employee may have executed. Confidential Information also includes information, knowledge or data of any third party doing business with the Company that the third party has identified as being confidential. Employee agrees not to use or to disclose to anyone any Confidential Information at any time in the future without the prior written authorization of the Company, unless ordered to do so by a court of competent jurisdiction or any federal or state government agency or self-regulatory organization.

Employee understands and acknowledges that whether or not Employee signs this Agreement, Employee has both a contractual and common law obligation to protect the confidentiality of the Company's trade secret information after the termination of Employee's employment for so long as the information remains confidential. Employee further agrees to immediately return all Company property in Employee's possession, including but not limited to all materials, documents, photographs, handbooks, manuals, electronic records, files, laptop computer, ipads, cellular telephones, keys and access cards, no later than two days after the Separation Date and Employee certifies that Employee has not and will not retain any Company property, trade secret or other operating or strategic information.

7 . Non-solicitation. Employee will not directly or indirectly for a period of one (1) year following the Separation Date, attempt to disrupt, damage, impair or interfere with the Company's business by raiding or hiring any of the Company's employees or soliciting any of them to resign from their employment by the Company, or by disrupting the relationship between the Company and any of its consultants, agents, representatives or vendors. Employee acknowledges that this covenant is necessary to enable the Company to maintain a stable workforce and remain in business.

8 . Remedies. Employee understands and agrees that in the event Employee violates any provision of this Agreement, including the provisions set forth in Paragraphs 5, 6, or 7, then (a) the Company shall have the right to apply for and receive an injunction to restrain any violation of this Agreement; (b) the Company shall have the right to immediately discontinue any enhanced benefit provided under this Agreement; (c) Employee will be obligated to reimburse the Company its cost and expenses incurred in defending Employee's lawsuit and enforcing this Agreement, including the Company's court costs and reasonable attorneys fees; and (d) as an alternative to (c), at the Company's option, Employee shall be obligated upon demand to repay the Company the cost of all but $500 of the enhanced benefits paid under this Agreement. Employee acknowledges and agrees that the covenants contained in this Paragraph 8 shall not affect the validity of this Agreement and shall not be deemed to be a penalty or forfeiture. The remedies available to the Company pursuant to this Paragraph 8 are in addition to, and not in lieu of, any remedies which may be available under statutory and/or common law relating to trade secrets and the protection of the Company's business interest generally.

9 . Cooperation. The parties agree that certain matters in which the Employee has been involved during his employment may necessitate the Employee's cooperation with the Employer in the future, including but not limited to promptly responding to questions from Employer which may arise from time to time. Accordingly, for a period of

four months following the Separation Date, the Employee shall cooperate with the Employer in connection with matters arising out of the Employee's service to the Employer; provided that the Employer shall make reasonable efforts to minimize disruption of the Employee's other activities. The Employee acknowledges that the Payment specified in Section 2 of this Agreement shall be sufficient consideration for these services.

10. Consideration and Revocation Period. Employee may revoke Employee's release of claims, insofar as it extends to potential claims under the Age Discrimination in Employment Act, by informing the Company of Employee's intent to revoke Employee's release within seven (7) calendar days following Employee's execution of this Agreement. Employee understands that any such revocation must be in writing and delivered by hand or by certified mail - return receipt requested - within the applicable period to Human Resources Department, 16941 Keegan Avenue, Carson, California 90746. Employee understands that if Employee exercises Employee's right to revoke, then the Company will have no obligations under this Agreement to Employee or to others whose rights derive from Employee.

The Agreement shall not become effective or enforceable, until the revocation period identified above has expired. The terms of this Agreement shall be open for acceptance by Employee for a period of twenty-one (21) calendar days. Employee understands that Employee should, and the Company hereby advises Employee to, consult with legal counsel regarding the releases contained herein and to consider whether to accept the Company's offer and sign the Agreement. Employee acknowledges that it has been Employee's decision alone whether or not to consult with counsel regarding this Agreement. Employee acknowledges that no proposal or actual change that Employee or Employee's counsel makes with respect to this Agreement will restart the 21-day period.

Employee acknowledges that Employee was permitted to use as much of the 21-day consideration period as Employee wished prior to signing, but by Employee's signature below Employee acknowledges that Employee has chosen to voluntarily execute this Agreement earlier and to waive the remaining days of such 21-day period.

11. Nonassignment. Employee represents and warrants that Employee has not assigned or transferred any portion of any claim or rights Employee has or may have to any other person, firm, corporation or any other entity, and that no other person, firm, corporation, or other entity has any lien or interest in any such claim.

12. Miscellaneous Provisions

(a) Integration. This Agreement, together with the Confidentiality and Non-Disclosure Agreement that Employee previously executed with the Company and the Separation Agreement entered into between Employee and U.S. Auto Parts (Philippines) Corp., constitutes a single, integrated written contract expressing the entire Agreement of the parties concerning the subject matter referred to in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever, whether express

or implied in law or fact, have been made by any party to this Agreement, except as specifically set forth in this Agreement. All prior and contemporaneous discussions, negotiations, and agreements have been and are merged and integrated into, and are superseded by, this Agreement.

(b) Modifications. No modification, amendment, or waiver of any of the provisions contained in this Agreement shall be binding upon any party to this Agreement unless made in writing and signed by both parties.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law and to carry out each provision herein to the greatest extent possible, but if any provision of this Agreement is held to be void, voidable, invalid, illegal or for any other reason unenforceable, the validity, legality and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.

(d) Non-Reliance on Other Parties. Except for statements expressly set forth in this Agreement, no party has made any statement or representation to any other party regarding a fact relied on by the other party in entering into this Agreement, and no party has relied on any statement, representation, or promise of any other party, or of any representative or attorney for any other party, in executing this Agreement or in making the settlement provided for in this Agreement.

(e) Negotiated Agreement. The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the parties. Accordingly, no party shall be deemed to be the drafter of this Agreement.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the parties hereto and each of them. In the case of the Company, this Agreement is intended to release and inure to the benefit of any affiliated corporations, parent corporations, brother-sister corporations, subsidiaries (whether or not wholly owned), divisions, shareholders, officers, directors, agents, representatives, principals, and employees.

(g) Applicable Law; Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California without taking into account conflict of law principles. Employee and the Company agree to submit to personal jurisdiction in the State of California and to venue in its courts. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) Attorneys' Fees. In the event suit is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to receive, in addition to any other relief, reasonable attorneys' fees and costs.

(i) This Agreement may be executed via facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument, binding on the parties.

EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS CAREFULLY READ AND VOLUNTARILY SIGNED THIS AGREEMENT, THAT EMPLOYEE HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE, THAT BY SIGNING THIS AGREEMENT, EMPLOYEE HAS UTILIZED OR WAIVES THE 21-DAY CONSULTING PERIOD, AND THAT EMPLOYEE SIGNS THIS AGREEMENT WITH THE INTENT OF RELEASING THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS.

ACCEPTED AND AGREED TO:

Employee:	U.S. Auto Parts Network, Inc.:
/s/ Roger Hoffmann	/s/ Lev Peker
Signature	Signature
1/22/19	1/23/19
Date	Date

Exhibit 10.4

SEPARATION AGREEMENT

This Agreement made and entered into this January 23, 2019 at Mandaluyong City by and between: U.S. Auto Parts Network (Philippines) Corp. (the "Company"), a corporation organized and existing under Philippine laws with address at 9F, Robinsons Cybergate Plaza, EDSA Boni Avenue, Mandaluyong City, represented in this act by Lev Peker.

-and-

Roger Hoffmann (the "Employee"), U.S., of legal age, with address at 340 Old Mill Road #62, Santa Barbara, CA 93110.

PREMISES

The Employee had expressed his desire to voluntarily sever his employment with the Company, which the latter accepts with regrets.

The Employee and the Company realize the need to address and resolve all possible differences, claims, or matters pertaining to, arising from, or associated with the Employee's employment with the Company and subsequent resignation therefrom.

In view of the premises above, the parties agree as follows:

1. **Resignation.** The Employee acknowledges and confirms that he voluntarily resigned from his position as Chief Technology Officer and Country Manager of the Company effective January 18, 2019. The Employee further confirms his resignation from any and all positions that he is presently holding in the Company, its subsidiaries and affiliates. For this purpose, the Employee agrees to sign and execute the letter of resignation attached to this Agreement, as well as any other letter/s of resignation for such positions as may be requested by the Company, and other documents necessary to effect such resignations and transfer.

2. **Severance Payment.** For and in consideration of the above, the Company agrees to pay the Employee the following amount, which the Employee acknowledges that he may not otherwise be entitled to receive: PHP 2,927,563.04 representing four months of Employee's salary, subject to applicable taxes required by law.

   The Employee consents to and agrees that the Company may offset from his Severance Payment any business expenses or other debts owed by his to the Company that have not been reconciled to the Company's satisfaction, and the cost of any property that he has not returned to the Company.

   The Employee hereby acknowledges that the Severance Payment does not entitle him to, and the Employee specifically waives any rights to, any and all Company bonuses not vested as of the effective date of his resignation including, but not limited to, holiday, merit, or cash performance bonuses.

   The Severance Pay, less applicable taxes and any authorized deductions, shall be paid no later than January 30, 2019. The Employee's accrued and unused vacation leaves, if any, and his prorated 13th month pay, shall be payable on or before January 30, 2019.

3. **Nondisclosure and Confidentiality.** The Employee covenants not to use or impart to any other person, corporation, or entity any trade secrets or confidential information that he has acquired while in the employ of the Company. The Employee agrees and acknowledges that such matters include, but are not limited to, any and all individual names, collections of names, addresses, and telephone numbers of the Company's employees (whether previous or current), members of its independent sales force, any customers, prospective customers for products, recruits or prospective sellers of the Company's products, as well as all mailing lists, demographic data, and analysis relating to any such individuals or groups of individuals, and any sales, marketing, financial data, or strategic planning information that relates to any business activity of the Company, its parent, subsidiaries, and affiliates including, but not limited to, U.S. Auto Parts Network, Inc. ("Related Parties"). The Employee further agrees that in the event that he will be compelled by law or judicial process to disclose any such confidential information, he will notify the Company in writing immediately upon his receipt of a subpoena or other legal process.

4. **Return of Company Properties and Transfer of Shares.** The Employee shall return, and certify the same in writing, any and all files, records, or information of any sort with regard to such confidential information, trade secrets, or any other business of the Company or the Related Parties referred to in Section 3. On or before January 18, 2019, the Employee shall return, and certify the same in writing, all other properties of the Company in his possession including, but not limited to, corporate credit card, mobile telephone and personal computer.

5. **Confidentiality of Agreement and Nondisparagement.** The Employee agrees that the terms of this Agreement shall be, and shall remain as, confidential, and shall not be disclosed by his to any party other than his spouse, attorney, accountant, or tax advisor, provided that such persons shall keep the information confidential except as may be compelled by valid legal process. The Company agrees to provide in response to inquiries from Employee's prospective employers only his dates of employment with the Company, job titles while employed with the Company, and final salary (with Employee's written authorization) while employed with the Company. The Employee agrees to advise all his prospective employers that any requests for information concerning his employment with the Company shall be directed to the Company's Human Resources Department. The Employee agrees that he will not make or cause to be made any statements, observations or opinions, or communicate any information (whether oral or written) that disparages or is likely in any way to harm the reputation of the Company, the Related Parties, or their shareholders, representatives, agents, associates, employees, attorneys, officers, directors, trustees, successors, and assigns.

6. **Restrictive Covenants.** The Employee agrees that for a period of one (1) year following the effective date of the execution of this Agreement, he shall not, within fifty (50) miles of the corporate headquarters of the Company in Manila, Philippines, engage in as principal, partner, officer, director, agent, employee, or consultant or otherwise in any capacity, directly or indirectly, or assist or advise any other person or firm engaged in any business that competes in any way with the Company. If the Employee is offered any such position/s, the Employee may request that the Company waive this restriction, provided, however, that the Company will have sole discretion whether this restrictive covenant will be waived. The Employee further agrees that for a period of one (1) year following the execution of this Agreement, he will not, for his

own account or for the account of any party, solicit, employ or otherwise engage as an employee, independent contractor, consultant, agent, representative, any person who is, at the time of the execution of this Agreement, or within one (1) year after the execution of this Agreement, an employee of the Company, or in any manner induce or attempt to induce any such person to terminate his/his employment or contract with the Company.

7. **Remedies.** The Employee acknowledges that the Company and the Related Parties are engaged in a highly competitive business and that the trade secrets and confidential information referred to in Section 3 above are of great significance in the various markets in which it is active. The Employee further agrees that the restrictions contained in Section 6 above are reasonable and necessary in order to protect the good will and legitimate business interests of the Company and the Related Parties, and that any violation thereof would result in irreparable injury to the Company and the Related Parties. The Employee further acknowledges and agrees that, in the event of any violation thereof, the Company shall be authorized and entitled to obtain from any court of competent jurisdiction temporary, preliminary, and/or permanent injunctive relief as well as an equitable accounting of all profits and benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled.

8. **Release and Waiver.** The Employee hereby releases the Company, the Related Parties, their shareholders, representatives, agents, associates, employees, attorneys, officers, directors, trustees, successors and assigns, and declare as fully settled all disputes, actions, and claims at law or equity, in contract or tort, arising out of or related in any way to the Employee's employment with and cessation of employment with the Company, including, but not limited to, claims for wrongful termination, unpaid benefits, unlawful discrimination, retaliation, breach of contract (express or implied), intentional or negligent infliction of emotional distress, negligence, defamation, duress, fraud, or misrepresentation, or any violation of any law of the Philippines.

With this Agreement, the Employee waives and releases any and all claims, demands, actions, or causes of action that he may now or hereafter have against the entities and individuals named above for any liability, whether vicarious, derivative, or direct, including, but not limited to, any claims for damages (actual or punitive), back wages, future wages, bonuses, reinstatement, accrued vacation leave benefits, past and future employee benefits including all contributions to and claims from the Company's employee retirement and benefit plans, compensatory damages, penalties, equitable relief, attorneys' fees, costs of court, interest, and any and all other loss, expense, or detriment of whatever kind resulting from, growing out of, connected with, or related in any way to the Employee's employment with the Company or the cessation of such employment.

The Employee further declares that he has no factual basis for any claim that his race, color, religion, age, sex, national origin, disability, workers' compensation claims (if any), off-duty conduct protected by law, or any other legally impermissible classification has been a factor in the cessation of his employment relationship with the Company. The Employee also covenants that he does not and will not assert that the fact that the Company has given his monetary

consideration under this Agreement should be construed as an admission of liability of any kind by the Company or that it has violated any law of the Philippines.

9. **Miscellaneous.** This Agreement, together with the Separation Agreement and Release of Claims with U.S. Auto Parts Network, Inc. and any Confidentiality and Non-Disclosure Agreement that Employee previously executed with the Company or its affiliates, represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. It may not be altered or amended except by mutual agreement in writing signed by both parties and specifically identified as an amendment to this Agreement.

This Agreement shall be binding upon and, when applicable, inure to the benefit of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors, and assigns.

The Employee, by this Agreement, acknowledges that he has been afforded an opportunity to review this Agreement with an attorney or other advisers of his choice, that he has read and understood this Agreement, and that he has signed this Agreement knowingly, voluntarily, and without any form of duress or coercion.

This Agreement is made pursuant to and shall be governed, construed, and enforced in all respects and for all purposes in accordance with the laws of Philippines, and venue for any action arising out of or related to this Agreement shall be in the appropriate court in the Philippines.

IN WITNESS WHEREOF, the parties affix their signatures on the dates set forth below.

Employee:	U.S. Auto Parts (Philippines) Corp.
/s/ Roger Hoffmann	/s/ Lev Peker
Signature	Signature
1/22/19	1/23/19
Date	Date

Exhibit 99.1

U.S. Auto Parts Appoints David Kanen to Board of Directors

CARSON, Calif. – January 23, 2019 – U.S. Auto Parts Network, Inc. (NASDAQ: PRTS), one of the largest online providers of aftermarket automotive parts and accessories, has appointed David Kanen to its board of directors, effective immediately. His appointment expands the board to nine members and fills an open vacancy.

Kanen currently serves as the managing member of Kanen Wealth Management, LLC, a registered investment advisor and is the largest stockholder of U.S. Auto Parts. Prior to founding Kanen Wealth Management, he held several investment advisory positions over the course of his career, including serving as an independent advisor for Aegis Capital and financial advisor for A.G. Edwards & Sons. Kanen also serves on the board of directors for Famous Dave's of America, Inc., which develops, owns, operates and franchises barbeque restaurants.

"We are delighted to welcome David to our board. David brings nearly three decades of advisory and leadership experience," said Barry Phelps, Chairman of the Board for U.S. Auto Parts. "His strategic insight will be an invaluable asset as the company looks to capitalize on the growing online demand for aftermarket auto parts. And with the addition of our largest stockholder to the board, we believe our stockholders' interests will be very well-aligned with the strategic direction from our board."

Kanen commented: "U.S. Auto Parts is uniquely positioned to serve today's consumer with a robust e-commerce platform and marketplace business that provides affordable aftermarket auto parts to consumers across the country. I look forward to collaborating with the rest of the board and management team as we develop and refine leading strategies to return U.S. Auto Parts to growth and deliver stockholder value."

About U.S. Auto Parts Network, Inc.

Established in 1995, U.S. Auto Parts is a leading online provider of automotive aftermarket parts, including collision, engine, and performance parts and accessories. Through the Company's network of websites, U.S. Auto Parts provides consumers with a broad selection of competitively priced products, all mapped by a proprietary database with applications based on vehicle makes, models and years. U.S. Auto Parts' flagship websites include www.autopartswarehouse.com, www.carparts.com, and www.jcwhitney.com, as well as the Company's corporate website at www.usautoparts.net.

U.S. Auto Parts is headquartered in Carson, California.

Safe Harbor Statement

This press release contains statements which are based on management's current expectations, estimates and projections about the Company's business and its industry, as well as certain assumptions made by the Company. These statements are forward looking statements for the purposes of the safe harbor provided by Section 21E of the Securities Exchange Act of 1934, as amended and Section 27A of the Securities Act of 1933, as amended. Words such as "anticipates," "could," "expects," "intends," "plans," "potential," "believes," "predicts," "projects," "seeks," "estimates," "may," "will," "would," "will likely continue" and variations of these words or similar expressions are intended to identify forward-looking statements. These statements include, but are not limited to, the Company's expectations regarding its future operating results and financial condition, impact of changes in our key operating metrics, our potential growth and our liquidity requirements. We undertake no obligation to revise or update publicly any forward-looking statements for any reason. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict. Therefore, our actual results could differ materially and adversely from those expressed in any forward-looking statements as a result of various factors.

Important factors that may cause such a difference include, but are not limited to, competitive pressures, our dependence on search engines to attract customers, demand for the Company's products, the online market and channel mix for aftermarket auto parts, the economy in general, increases in commodity and component pricing that would increase the Company's product costs, the operating restrictions in our credit agreement, the weather, and any other factors discussed in the Company's filings with the Securities and Exchange Commission (the "SEC"), including the Risk Factors contained in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are available at www.usautoparts.net and the SEC's website at www.sec.gov. You are urged to consider these factors carefully in evaluating the forward-looking statements in this release and are cautioned not to place undue reliance on such forward-looking statements, which are qualified in their entirety by this cautionary statement. Unless otherwise required by law, the Company expressly disclaims any obligation to update publicly any forward-looking statements, whether as result of new information, future events or otherwise.

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