

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Tire Rack, Inc.		04/19/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn, 9th Floor
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2664292	AT ITALIA
Registration Number:	3327758	G GRANITE ALLOY
Registration Number:	2102612	INSIDE TRACK
Registration Number:	2849747	KAZERA
Registration Number:	3059500	KAZERA
Registration Number:	1880524	MODA
Registration Number:	2653843	ONLINE PERFORMANCE SOURCE
Registration Number:	2668746	PERFORMANCE TIRE AND WHEEL SPECIALISTS
Registration Number:	3518008	REVOLUTIONIZING TIRE BUYING SINCE 1979
Registration Number:	3610607	SPORT MUSCLE
Registration Number:	1414570	THE TIRE RACK
Registration Number:	2812285	THE TIRE RACK
Registration Number:	2244422	THE WHEEL RACK
Registration Number:	3761241	TIRE RACK

OP \$490.00 2664292

Registration Number:	3757605	TIRE RACK
Registration Number:	2216681	TR MOTORSPORTS
Registration Number:	2083058	UPDATE
Registration Number:	2789238	UPGRADE GARAGE
Serial Number:	85022996	TIRE RACK WHOLESALE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36834
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/19/2011

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Tire Rack, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Indiana
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Internal

Address: _____

Street Address: 10 S. Dearborn, 9th Floor

City: Chicago

State: Illinois

Country: United States Zip: 60603-2003

- Association Citizenship United States
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 19, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jordana Dreyfuss
Signature

April 19, 2011

Date

Jordana Dreyfuss

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of April 19, 2011 (this "Agreement"), among Tire Rack Holdings, Inc., a Delaware corporation (the "Holdings"), The Tire Rack, Inc., an Indiana corporation, the Subsidiary Loan Parties listed on the signature pages hereto (collectively, together with Holdings and the Borrower, the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of April 19, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of April 19, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Subsidiary Loan Parties party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States

Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Federal law, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TIRE RACK HOLDINGS, INC.,

by 

Name: Thomas F. Veldman
Title: Chairman and Co-Chief
Executive Officer

THE TIRE RACK, INC.,

by 

Name: Thomas F. Veldman
Title: Chairman and Co-Chief
Executive Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TIRE RACK HOLDINGS, INC.,

by

Name:
Title:

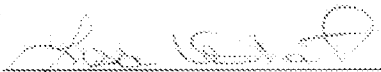
THE TIRE RACK, INC.,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



Name: Lisa Whalley
Title: Sr. Vice President

SCHEDULE I

Patents

None.

Patent Applications

None.

Patent Licenses

None.

SCHEDULE II

Trademarks

<u>U.S. Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
The Tire Rack, Inc.	AT Italia	2,664,292	12/17/2012
The Tire Rack, Inc.	Granite Alloys	3,327,758	10/30/2017
The Tire Rack, Inc.	Inside Track	2,102,612	10/7/2017
The Tire Rack, Inc.	Kazera	2,849,747	6/1/2014
The Tire Rack, Inc.	Kazera	3,059,500	2/14/2016
The Tire Rack, Inc.	moda	1,880,524	2/28/2015
The Tire Rack, Inc.	Online Performance Source	2,653,843	11/26/2012
The Tire Rack, Inc.	Performance Tire and Wheel Specialists	2,668,746	12/31/2012
The Tire Rack, Inc.	Revolutionizing Tire Buying since 1979	3,518,008	10/14/2018
The Tire Rack, Inc.	Sport Muscle	3,610,607	4/21/2019
The Tire Rack, Inc.	The Tire Rack	1,414,570	10/21/2016
The Tire Rack, Inc.	The Tire Rack (amended)	2,812,285	2/10/2014
The Tire Rack, Inc.	The Wheel Rack	2,244,422	5/11/2019
The Tire Rack, Inc.	Tire Rack	3,761,241	3/16/2020
The Tire Rack, Inc.	Tire Rack (stylized)	3,757,605	3/9/2020
The Tire Rack, Inc.	TR Motorsports	2,216,681	1/5/2019
The Tire Rack, Inc.	Update	2,083,058	7/29/2017
The Tire Rack, Inc.	Upgrade Garage	2,789,238	12/2/2013

Trademark Applications

<u>U.S. Registered Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
The Tire Rack, Inc.	Tire Rack Wholesale	85/022996	4/26/2010

Trademark Licenses

None.