

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dealer Tire, LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3128731	POINTS PLUS	
Registration Number:	3081809	POINTS PLUS	
Registration Number:	3094908	TIRE OPPORTUNITY BUSINESS PLAN	
Registration Number:	3607282	DYNAMIC RETAIL SELLING GUIDE	
Registration Number:	3463360	TIRECAST	
Registration Number:	2668011	DEALER TIRE	
Registration Number:	2506786	DISCOVER THE POWER OF A LOYAL CUSTOMER	
Registration Number:	3093482	DEALERTIRE.COM	
Registration Number:	4117159	DRIVE REWARD\$	
Registration Number:	4317274	OUR REPUTATION KEEPS YOU ROLLING	
Registration Number:	4486449	RIGHTTURN	
Registration Number:	4482690	RIGHTTURN	
Registration Number:	4433633	TIRECOACH	
Registration Number:	4433595	THE RIGHT LANE	
Serial Number:	85345707	DYNAMICREPAIRANSWERS	
Serial Number:	85345725	DYNAMICSERVICESENSE	
Serial Number:	85473844	RIGHTTURN	
Serial Number:	85527449	RIGHTTURN	
Serial Number:	85527446		
TRADEMARK			

CH \$590.00 3128731

Property Type	Number	Word Mark
Serial Number:	85698610	THE SMARTEST WAY TO BUY TIRES
Serial Number:	86142857	TIRE PORTER
Serial Number:	85980791	
Serial Number:	86261431	TIRE PORTER TIRE STORAGE SOLUTION

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2001 Ross Avenue, Suite 3600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-39520
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/30/2014

Total Attachments: 20
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page1.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page2.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page3.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page4.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page5.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page6.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page7.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page8.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page9.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page10.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page11.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page12.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page13.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page14.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page15.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page16.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page17.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page18.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page19.tif
source=Dealer Tire_ Executed Patent, Trademark and Copyright Security Agreement#page20.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of this 30th day of June, 2014, by and among each of DEALER TIRE, LLC, a Delaware limited liability company (the "Grantor") and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Recitals:

A. The Grantor, the Lenders party thereto as the "Lenders", JPMorgan Chase Bank, N.A., as the "Collateral Agent" and PNC Bank, National Association, as the "Administrative Agent", are the parties to that certain Credit Agreement of even date herewith (as amended, supplemented and replaced from time to time, the "Credit Agreement").

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor execute and deliver this Security Agreement.

C. This Agreement is made for the benefit of the Secured Party, in its capacity as Collateral Agent for the Lenders and for each other holder of any of the Secured Obligations (collectively, and including the successors and assigns of each, the "Secured Creditors", with each being a "Secured Creditor").

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC. The Grantor hereby grants to the Secured Party a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with (upon and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of the Grantor's right, title and interest in all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications (other than any application for a trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act), trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in clauses (a) through (d), below, the "Proprietary Collateral"), whether now owned or existing and filed or hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) the goodwill associated with the trademarks, service marks, and trade names, (c) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments

under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world.

3. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Security Agreement secure any and all of the Secured Obligations, including, without limitation, (a) the full and prompt performance and observance of all of the terms, conditions and agreements contained in the Credit Agreement and the other Loan Documents, including, without limitation, the Secured Obligations to be performed or observed by the Grantor, (b) the punctual full payment of the principal of and interest on any promissory any issued by the Grantor pursuant to the Credit Agreement (each a “Note” and collectively, the “Notes”) in accordance with the terms and provisions of the Notes (including interest accruing under the Notes after the commencement of any case or proceeding under any state or federal bankruptcy, insolvency or similar law (a “Proceeding”) to the extent that a claim for such interest is allowable in such a Proceeding (“Post-Petition Interest”), (c) the punctual payment in full of all Secured Obligations in respect of Letters of Credit, including Banking Services Obligations and Swap Obligations, (d) the performance and observance of the terms, conditions and agreements hereinafter contained, (e) the full performance and observance of all of the other terms, conditions and agreements contained in all of the other Loan Documents, and (f) any and all other indebtedness of the Grantor to the Secured Party, including Post-Petition Interest (all of which are referred to herein collectively as the “Secured Obligations”).

4. NEW PATENTS, TRADEMARKS, COPYRIGHTS, ETC. If, prior to the termination of this Security Agreement, the Grantor shall (a) obtain rights to any new patentable inventions, (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. The Grantor hereby authorizes the Secured Party to modify this Security Agreement by amending Exhibit A to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and the Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment. The Grantor shall provide to the Secured Party, concurrently with the delivery of the certificate of a Financial Officer of the Grantor as required by Section 5.09(c) of the Credit Agreement, updated versions of the Exhibits to this Security Agreement (provided that if there have been no changes to any such Exhibits since the previous updating thereof required hereby, the Grantor shall indicate that there has been “no change” to the applicable Exhibit(s)).

5. ROYALTIES; TERM. The Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with the Grantor’s rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to the Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral assigned hereunder, or (b) the date on which all “Collateral” (as defined in the Credit Agreement) has been released pursuant to the terms of the Credit Agreement and the other Loan Documents.

6. TERMINATION OF SECURITY INTEREST. This Security Agreement is made for collateral security purposes only. Upon release of all of the Collateral pursuant to the provisions of the Credit Agreement, this Security Agreement shall terminate, and the Secured Party shall promptly execute and deliver to the Grantor, at the Grantor’s expense, all termination statements and other instruments as

may be necessary or proper to terminate the Secured Party's security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Security Agreement, the Credit Agreement or any of the other Loan Documents.

7. DUTIES OF THE GRANTOR. The Grantor shall have the duty (a) to prosecute diligently any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Security Agreement; (b) to make application on unpatented but patentable inventions, as the Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of the Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is obsolete, no longer used in the operation of the business of the Grantor or replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall not abandon any material pending patent application, trademark application, service mark application or patent, trademark, copyright, trade name or service mark encumbered hereby and material to the operation or value of the business of the Grantor without the prior written consent of the Secured Party.

8. INFRINGEMENT. The Grantor represents and warrants to the Secured Party that the Grantor owns and possesses, and will own or possess continuously throughout the term of this Security Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the best knowledge of the Grantor, threatened against the Grantor, which would, if successful, cause a Material Adverse Change.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to the Grantor's knowledge, said listed Proprietary Collateral constitute all the patents, patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that is necessary to own and operate its properties, carry on its business as presently conducted and planned to be conducted.

10. WAIVERS. No course of dealing between the Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Credit Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

11. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) An "Event of Default" under this Security Agreement shall be deemed to exist if there shall exist and be continuing any event, condition or thing which constitutes an Event of Default under the Credit Agreement or any other Loan Document.

(b) Upon and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Security Agreement, the Credit Agreement, the other Loan Documents, at law and in equity. In connection therewith, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks, copyrights or service marks secured hereby and, if the Secured Party

shall commence any such suit, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Secured Party for all reasonable and documented costs and other expenses including, without limitation, attorneys' fees and reasonable and documented expenses, incurred by the Secured Party in the exercise of its rights under this Paragraph. The foregoing obligation shall be an obligation of the Grantor.

(c) Without limiting the generality of subparagraph (b), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the Grantor take any or all of the following actions: (i) declare the entire right, title and interest of the Grantor in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case the Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party or all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Grantor to refrain, in which event the Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and the Grantor shall execute such other and further documents as the Secured Party may request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

12. SEVERABILITY. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. MODIFICATION. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

14. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon and during the continuance of an Event of Default, the Grantor hereby constitutes and appoints the Secured Party its true and lawful attorney, with full power of substitution, with power to (a) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the "Collateral" (as such term is defined and used in the Credit Agreement) shall have been released pursuant to the terms of the Credit Agreement. The Grantor hereby acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Security Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

15. APPLICATION OF PROCEEDS. All Collateral and proceeds of Collateral obtained and realized by the Secured Party from the exercise of remedies hereunder or under any other documents relating to this Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied as provided in Section 2.18 of the Credit Agreement.

16. AGENT. The Secured Party will hold in accordance with this Security Agreement all items of the Collateral at any time received under this Security Agreement. The acceptance by the Secured Party of this Security Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Secured Party to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral. By accepting the benefits of this Security Agreement, each Secured Creditor acknowledges and agrees that the rights and obligations of the Secured Party shall be as set forth in Article VIII of the Credit Agreement. Notwithstanding anything to the contrary contained in Article VIII of the Credit Agreement, this Paragraph 16, and the duties and obligations of the Secured Party set forth herein, may not be amended or modified without the consent of the Collateral Agent.

17. ENFORCEMENT ON BEHALF OF SECURED CREDITORS. The Secured Creditors agree by their acceptance of the benefits hereof that this Security Agreement may be enforced on their behalf only by the action of the Secured Party, acting upon the instructions of the Required Lenders and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Security Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Secured Party, for the benefit of the Secured Creditors, upon the terms of this Security Agreement.

18. BINDING EFFECT; BENEFITS. This Security Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for the Grantor.

19. GOVERNING LAW. This Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York (without reference to the conflicts of law principles thereof other than Section 5-1401 of the New York General Obligations Law).

20. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 9.01 of the Credit Agreement.

21. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon and during the continuance of an Event of Default) may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Secured Obligations secured hereby.

22. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

23. JURY TRIAL WAIVER. THE GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTOR AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL

TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

[Signatures Follow on Next Page]

EXHIBIT A

SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Patents

Attached to and Forming a Part of Exhibit A to the
Patent, Trademark and Copyright Security Agreement
among JPMorgan Chase Bank, N.A., as Secured Party, and each of
Dealer Tire, LLC, DT Canadian Holdings, LLC, RightTurn, LLC,
DT Financial Services, LLC and Dealer Tire Canada ULC, as Grantors

U.S. Patents

Grantor	Country	Patent No.	Issue Date	Title
Dealer Tire, LLC	USA	8,719,072	5/6/2014	System and method for identifying retail tire sales opportunities

U.S. Patent Applications

Grantor	Country	Application No.	File Date	Title
Dealer Tire, LLC	USA	13/248,623	9/29/2011	Portable On-Tread Tire Rack
Dealer Tire, LLC	USA	13/597,379	8/29/2012	Processor Implemented Systems and Methods for Winter Tire Pre-Ordering and Tire Storage
Dealer Tire, LLC	USA	13/647,653	10/9/2012	Tire Recommendation Engine
Dealer Tire, LLC	USA	14/225,683	3/26/2014	System and Method for Identifying Retail Tire Sales

Foreign Patents

None.

Foreign Patent Applications

Grantor	Country	Application No.	File Date	Title
Dealer Tire, LLC	Canada	2,813,342	9/29/2011	Portable On-Tread Tire Rack
Dealer Tire, LLC	Canada	2,823,921	3/4/2011	Tire Recommendation Engine

Schedule of Trademarks

Attached to and Forming a Part of Exhibit A to the
Patent, Trademark and Copyright Security Agreement
among JPMorgan Chase Bank, N.A., as Secured Party, and each of
Dealer Tire, LLC, DT Canadian Holdings, LLC, RightTurn, LLC,
DT Financial Services, LLC and Dealer Tire Canada ULC, as Grantors

U.S. Trademark and Service Mark Registrations

Grantor	Country	Registration No.	Registration Date	Mark
Dealer Tire, LLC	USA	3128731	8/15/2006	POINTS PLUS & Design
Dealer Tire, LLC	USA	3081809	4/18/2006	POINTS PLUS
Dealer Tire, LLC	USA	3094908	5/23/2006	TIRE OPPORTUNITY BUSINESS PLAN
Dealer Tire, LLC	USA	3607282	4/14/2009	DYNAMIC RETAIL SELLING GUIDE
Dealer Tire, LLC	USA	3463360	7/8/2008	TIRECAST
Dealer Tire, LLC	USA	2668011	12/31/2002	DEALER TIRE & Design
Dealer Tire, LLC	USA	2506786	11/13/2001	DISCOVER THE POWER OF A LOYAL CUSTOMER
Dealer Tire, LLC	USA	3093482	5/16/2006	DEALERTIRE.COM
Dealer Tire, LLC	USA	4117159	3/27/2012	DRIVE REWARDS
Dealer Tire, LLC	USA	4317274	4/9/2013	OUR REPUTATION KEEPS YOU ROLLING
Dealer Tire, LLC	USA	4486449	2/18/2014	RIGHTTURN & Design
Dealer Tire, LCC	USA	4482690	2/11/2014	RIGHTTURN
Dealer Tire, LLC	USA	4433633	11/12/2013	TIRECOACH
Dealer Tire, LLC	USA	4433595	11/12/2013	THE RIGHT LANE
Dealer Tire, LLC	Ohio	1312948	4/16/2002	OUR REPUTATION KEEPS YOU ROLLING

U.S. Trademark and Service Mark Applications

Grantor	Country	Application No.	Application Date	Mark
Dealer Tire, LLC	USA	85/345,707	6/14/2011	DYNAMICREPAIRANSWERS
Dealer Tire, LLC	USA	85/345,725	6/14/2011	DYNAMICSERVICESENSE
Dealer Tire, LLC	USA	85/473,844	11/16/2011	RIGHTTURN
Dealer Tire, LLC	USA	85/527,449	1/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	USA	85/527,446	1/27/2012	Logo
Dealer Tire, LLC	USA	85/698,610	8/8/2012	THE SMARTEST WAY TO BUY TIRES
Dealer Tire, LLC	USA	86/142,857	12/13/2013	TIRE PORTER
Dealer Tire, LLC	USA	85/980,791	1/27/2012	Logo
Dealer Tire, LLC	USA	86/261,431	4/24/2014	TIRE PORTER TIRE STORAGE SOLUTION Logo

Foreign Trademark and Service Mark Registrations

Grantor	Country	Registration No.	Registration Date	Mark
Dealer Tire, LLC	Canada	TMA826915	6/21/2012	DISCOVER THE POWER OF A LOYAL CUSTOMER
Dealer Tire, LLC	Canada	TMA820840	3/28/2012	DRSG
Dealer Tire, LLC	Canada	TMA826914	6/21/2012	DYNAMIC RETAIL SELLING GUIDE
Dealer Tire, LLC	Canada	TMA826913	6/21/2012	POINTS PLUS & Design
Dealer Tire, LLC	European Union	010892081	1/23/2013	RIGHTTURN
Dealer Tire, LLC	European Union	011078417	12/25/2012	RIGHTTURN & Design
Dealer Tire, LLC	European Union	011078599	04/10/2013	RIGHTTURN logo
Dealer Tire, LLC	Mexico	1314042	9/25/2012	RIGHTTURN
Dealer Tire, LLC	Mexico	1314043	9/25/2012	RIGHTTURN
Dealer Tire, LLC	Mexico	1356631	3/22/2013	RIGHTTURN
Dealer Tire, LLC	Mexico	1362077	4/22/2013	RIGHTTURN

Grantor	Country	Registration No.	Registration Date	Mark
Dealer Tire, LLC	Mexico	1357422	3/26/2013	RIGHTTURN
Dealer Tire, LLC	Mexico	1363463	4/29/2013	RIGHTTURN & Design
Dealer Tire, LLC	Mexico	1334674	11/30/2012	RIGHTTURN & Design
Dealer Tire, LLC	Mexico	1333034	11/29/2012	RIGHTTURN & Design
Dealer Tire, LLC	Mexico	1334673	11/30/2012	RIGHTTURN logo
Dealer Tire, LLC	Mexico	1333033	11/29/2012	RIGHTTURN logo
Dealer Tire, LLC	Mexico	1373274	6/4/2013	RIGHTTURN & Design
Dealer Tire, LLC	Mexico	1363674	4/29/2013	RIGHTTURN logo
Dealer Tire, LLC	Mexico	1377901	6/25/2013	RIGHTTURN logo
Dealer Tire, LLC	Russian Federation	496859	9/27/2013	RIGHTTURN & Design
Dealer Tire, LLC	Russian Federation	496390	9/19/2013	RIGHTTURN logo
Dealer Tire, LLC	Canada	TMA866734	12/5/2013	DEALER TIRE CANADA & Design
Dealer Tire, LLC	Canada	TMA866733	12/5/2013	DEALER TIRE CANADA
Dealer Tire, LLC	Mexico	1369818	5/23/2013	RIGHTTURN & Design
Dealer Tire, LLC	Mexico	1369817	5/23/2013	RIGHTTURN Logo
Dealer Tire, LLC	China	10900383	8/14/2013	RIGHTTURN
Dealer Tire, LLC	China	10900382	8/14/2013	RIGHTTURN
Dealer Tire, LLC	China	10900397	8/14/2013	RIGHTTURN
Dealer Tire, LLC	China	10900396	8/14/2013	RIGHTTURN
Dealer Tire, LLC	China	10900395	9/28/2013	RIGHTTURN
Dealer Tire, LLC	China	11266088	12/21/2013	RIGHTTURN Logo
Dealer Tire, LLC	China	11266086	12/21/2013	RIGHTTURN Logo
Dealer Tire, LLC	China	11266084	12/21/2013	RIGHTTURN Logo

Grantor	Country	Registration No.	Registration Date	Mark
Dealer Tire, LLC	China	11266093	12/21/2013	RIGHTTURN & Design
Dealer Tire, LLC	China	11266091	12/21/2013	RIGHTTURN & Design
Dealer Tire, LLC	China	11266089	12/21/2013	RIGHTTURN & Design

Foreign Trademark and Service Mark Applications

Grantor	Country	Serial No.	Filed	Mark
Dealer Tire, LLC	Brazil	840121385	5/10/2012	RIGHTTURN
Dealer Tire, LLC	Brazil	840121407	5/10/2012	RIGHTTURN
Dealer Tire, LLC	Brazil	840121423	5/10/2012	RIGHTTURN
Dealer Tire, LLC	Brazil	840121440	5/10/2012	RIGHTTURN
Dealer Tire, LLC	Brazil	840121458	5/10/2012	RIGHTTURN
Dealer Tire, LLC	Canada	1577216	5/8/2012	RIGHTTURN
Dealer Tire, LLC	India	2326865	5/4/2012	RIGHTTURN
Dealer Tire, LLC	Russian Federation	2012715436	5/12/2012	RIGHTTURN
Dealer Tire, LLC	Brazil	840211201	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	Brazil	840211228	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	Brazil	840211236	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	Brazil	840211252	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	Brazil	840211260	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	Canada	1588640	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	China	11266092	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	China	11266090	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	India	2371261	7/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	Brazil	840211066	7/27/2012	RIGHTTURN logo

Grantor	Country	Serial No.	Filed	Mark
Dealer Tire, LLC	Brazil	840211090	7/27/2012	RIGHTTURN logo
Dealer Tire, LLC	Brazil	840211155	7/27/2012	RIGHTTURN logo
Dealer Tire, LLC	Brazil	840211171	7/27/2012	RIGHTTURN logo
Dealer Tire, LLC	Brazil	840211198	7/27/2012	RIGHTTURN logo
Dealer Tire, LLC	Canada	1588641	7/27/2012	RIGHTTURN logo
Dealer Tire, LLC	China	11266087	7/27/2012	RIGHTTURN logo
Dealer Tire, LLC	China	11266085	7/27/2012	RIGHTTURN logo
Dealer Tire, LLC	India	2371262	7/27/2012	RIGHTTURN logo
Dealer Tire, LLC	China	11607641	10/16/2012	DEALER TIRE
Dealer Tire, LLC	China	11607639	10/16/2012	DEALER TIRE logo
Dealer Tire, LLC	China	11607640	10/16/2012	DEALER TIRE & Design
Dealer Tire, LLC	Canada	1590649	8/17/2012	TIRECOACH
Dealer Tire, LLC	Canada	1589982	8/14/2012	THE RIGHT LANE
Dealer Tire, LLC	Canada	1589983	8/14/2012	THE SMARTEST WAY TO BUY TIRES
Dealer Tire, LLC	Canada	1656332	12/13/2013	TIRE PORTER
Dealer Tire, LLC	Canada	1659779	1/15/2014	CONCIERGE DE PNEU
Dealer Tire, LLC	Canada	1658191	12/31/2013	GUIDE DYNAMIQUE DE VENTE AU DÉTAIL
Dealer Tire, LLC	Canada	1674316	4/25/2014	TIRE PORTER TIRE STORAGE SOLUTION Logo
Dealer Tire, LLC	Canada	1674346	4/25/2014	CONCIERGE DE PNEU TIRE STORAGE SOLUTION Logo

Schedule of Copyrights

Attached to and Forming a Part of Exhibit A to the
Patent, Trademark and Copyright Security Agreement
among JPMorgan Chase Bank, N.A., as Secured Party, and each of
Dealer Tire, LLC, DT Canadian Holdings, LLC, RightTurn, LLC,
DT Financial Services, LLC and Dealer Tire Canada ULC, as Grantors

U.S. Copyright Registrations

Grantor	Country	Registration No.	Registration Date	Title
Dealer Tire, LLC	USA	TXu001642580	7/13/2009	Tires 101 GST 041309
Dealer Tire, LLC	USA	TXu001642553	7/13/2009	Accessories TCMC Training Module RevA
Dealer Tire, LLC	USA	TXu001642551	7/13/2009	Tires 101 TCMC 041309
Dealer Tire, LLC	USA	TXu001642549	7/13/2009	Tires 101 Audi 041309, et al.
Dealer Tire, LLC	USA	TXu001642548	7/13/2009	GENERIC TIRES 101 TP FEB2009 C
Dealer Tire, LLC	USA	TXu001780826	7/13/2009	Tires 101 VW TP FEB2009
Dealer Tire, LLC	USA	TXu001642543	7/13/2009	NMA Batteries Field Training Module 050709
Dealer Tire, LLC	USA	TX0005945070	3/4/2004	BMW retail selling guide.
Dealer Tire, LLC	USA	TX0005945068	3/4/2004	Lexus tire center program quick reference guide.
Dealer Tire, LLC	USA	TX0005945071	3/4/2004	MBUSA tire marketing program retail selling guide.
Dealer Tire, LLC	USA	TX0005945069	3/4/2004	Saab tire advantage retail selling guide.
Dealer Tire, LLC	USA	TX0005945072	3/4/2004	Toyota tire center retail selling guide : Camry, Avalon, & Solara.
Dealer Tire, LLC	USA	VA0001707358	12/22/2009	Ford Dealer Brochure – Delivering Value to Your Dealership
Dealer Tire, LLC	USA	PA0001670717	12/22/2009	The Fixed Operations Future
Dealer Tire, LLC	USA	PA0001670713	12/22/2009	Group 1 Automotive Tires 101

Grantor	Country	Registration No.	Registration Date	Title
Dealer Tire, LLC	USA	TX0007317988	1/12/2010	Infiniti Inspection Brochure ¹
Dealer Tire, LLC	USA	TX0007219689	1/12/2010	Infiniti Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007219669	1/7/2010	Jaguar Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007219673	1/12/2010	Land Rover Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007283624	1/6/2010	Jaguar Inspection Brochure
Dealer Tire, LLC	USA	TX0007219663	1/12/2010	Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007219667	1/12/2010	Audi Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007322597	1/12/2010	Dealer Brochure – We Deliver Value to Your Dealerships
Dealer Tire, LLC	USA	TX0007219696	1/12/2010	Saab Inspection Brochure
Dealer Tire, LLC	USA	TX0007294125	11/30/2010	Dynamic Retail Selling Guide – Mazda Parts Manager/Service Manager
Dealer Tire, LLC	USA	TX0007343050	11/26/2010	Southeast Toyota Spanish Version Training Modules
Dealer Tire, LLC	USA	TX0007340074	1/12/2010	Nissan Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007340023	1/12/2010	VW Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007326690	1/12/2010	Lexus Dealer Brochure
Dealer Tire, LLC	USA	TX0007340067	1/12/2010	Mopar Inspection Brochure
Dealer Tire, LLC	USA	TX0007340036	1/12/2010	Land Rover Inspection Brochure
Dealer Tire, LLC	USA	TX0007340044	1/12/2010	VW Inspection Brochure
Dealer Tire, LLC	USA	TX0007453459	1/12/2010	Lexus Tire Training Brochure – Become a Tire Expert

¹ Several copyright applications were deposited with the U.S. Copyright Office on January 12, 2010, including applications titled Inspection Brochure (Case No. 012739-0032-999), Lexus Inspection Brochure (Case No. 012739-0033-999), Nissan Inspection Brochure (Case No. 012739-0035-999), Kia Inspection Brochure (Case No. 012739-0038-999), Infiniti Inspection Brochure (Case No. 012739-0040-999), and Audi Inspection Brochure (Case No. 012739-0041-999). The Copyright Office allowed only the application titled Infiniti Inspection Brochure to proceed to registration based on the similarity of the deposit matter.

Grantor	Country	Registration No.	Registration Date	Title
Dealer Tire, LLC	USA	TX0007453500	1/12/2010	Saab Tire Training Brochure - Become a Tire Expert
Dealer Tire, LLC	USA	TX0007453505	1/12/2010	Mopar Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007453443	1/12/2010	Kia Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007453454	1/12/2010	Mercedes-Benz Tire Training Brochure – Become a Tire Expert
Dealer Tire, LLC	USA	TX0007496516	1/18/2012	Toyota ASM Sell Sheet.
Dealer Tire, LLC	USA	TX0007496522	1/18/2012	Mazda Tire Center Sell Sheet.
Dealer Tire, LLC	USA	TX0007496521	1/18/2012	Lexus ASM Sell Sheet.
Dealer Tire, LLC	USA	TX0007496524	1/18/2012	Volkswagen Tire Store Sell Sheet.
Dealer Tire, LLC	USA	TX0007496517	1/18/2012	Land Rover ASM Sell Sheet.
Dealer Tire, LLC	USA	TX0007499465	1/18/2012	GM ASM Sell Sheet.
Dealer Tire, LLC	USA	TX0007525667	3/29/2012	Retailing Tires and Batteries.
Dealer Tire, LLC	USA	TX0007552041	1/18/2012	Mercedes ASM Sell Sheet
Dealer Tire, LLC	USA	TX0007552040	1/18/2012	Mitsubishi ASM Sell Sheet
Dealer Tire, LLC	USA	TX0007552036	1/18/2012	Mopar ASM Sell Sheet
Dealer Tire, LLC	USA	TX0007552046	1/18/2012	Hyundai Sell Sheet
Dealer Tire, LLC	USA	TX0007552048	1/18/2012	Service Advisor Marketing Sheet BMW
Dealer Tire, LLC	USA	TX0007552033	1/18/2012	Nissan ASM Sell Sheet
Dealer Tire, LLC	USA	TX0007552032	1/18/2012	Subaru ASM Sell Sheet
Dealer Tire, LLC	USA	TX0007552028	1/18/2012	Volvo ASM Sell Sheet
Dealer Tire, LLC	USA	TX0007549897	6/11/2012	AutoNation Optimizing Retail Tire Sales & Service Customer Retention
Dealer Tire, LLC	USA	TX0007806172	11/28/2013	Retailing Tires Check List

U.S. Copyright Applications

None.

Foreign Copyright Registrations

Grantor	Country	Registration No.	Registration Date	Title
Dealer Tire, LLC	Canada	1072776	11/25/2009	Accessories TCMC Training Module RevA
Dealer Tire, LLC	Canada	1072775	11/25/2009	ERT One on One COMBINED Module 010709 C
Dealer Tire, LLC	Canada	1072774	11/25/2009	ERT One on One Inspection Module 010709 C
Dealer Tire, LLC	Canada	1072773	11/25/2009	ERT One on One Road Hazard Module 010709 C
Dealer Tire, LLC	Canada	1072772	11/25/2009	ERT One on One Selling Process Module 010709 C
Dealer Tire, LLC	Canada	1072771	11/25/2009	ERT One on One Warranty Module 010709 C
Dealer Tire, LLC	Canada	1072770	11/25/2009	ERT One on One Tire Basics Module 010709 C
Dealer Tire, LLC	Canada	1072769	11/25/2009	GENERIC TIRES 202 TP DEC2008 C
Dealer Tire, LLC	Canada	1072768	11/25/2009	GENERIC TIRES 101 TP FEB 2009 C
Dealer Tire, LLC	Canada	1072767	11/25/2009	Tires 101 Audi 041309
Dealer Tire, LLC	Canada	1072766	11/25/2009	Tires 101 BMW 041309
Dealer Tire, LLC	Canada	1072765	11/25/2009	Tires 101 GST 041309
Dealer Tire, LLC	Canada	1072764	11/25/2009	Tires 101 Infiniti 041509
Dealer Tire, LLC	Canada	1072763	11/25/2009	Tires 101 Jaguar 042309
Dealer Tire, LLC	Canada	1072762	11/25/2009	Tires 101 Kia 042009
Dealer Tire, LLC	Canada	1072761	11/25/2009	Tires 101 LandRover 042109
Dealer Tire, LLC	Canada	1072760	11/25/2009	Tires 101 TCMC 041309
Dealer Tire, LLC	Canada	1072759	11/25/2009	Tires 101 VW TP FEB2009
Dealer Tire, LLC	Canada	1072758	11/25/2009	NMA Batteries Field Training Module 050709
Dealer Tire, LLC	Canada	1072757	11/25/2009	NMA Service Replacement Wiper Blades Field Training Module 0409

Grantor	Country	Registration No.	Registration Date	Title
Dealer Tire, LLC	Canada	1072756	11/25/2009	Tires 101 NMA 041309
Dealer Tire, LLC	Canada	1072755	11/25/2009	Tires 101 VW 041309
Dealer Tire, LLC	Canada	1072754	11/25/2009	Tires 101 Saab 042709
Dealer Tire, LLC	Canada	1072753	11/25/2009	Tires 101 Nissan 041309
Dealer Tire, LLC	Canada	1072752	11/25/2009	Tires 101 Mopar 042209
Dealer Tire, LLC	Canada	1072751	11/25/2009	Tires 101 Mercedes Benz 041309
Dealer Tire, LLC	Canada	1072750	11/25/2009	Tires 101 LCMC 041309
Dealer Tire, LLC	Canada	1072749	11/25/2009	Accessories LCMC Training Module 022309
Dealer Tire, LLC	Canada	1072748	11/25/2009	Tires 101 Lexus 041309
Dealer Tire, LLC	Canada	1072747	11/25/2009	NMA Chemicals Field Training Module 0409
Dealer Tire, LLC	Canada	1072746	11/25/2009	SET TCMC Batteries ASM Training Module v1 C
Dealer Tire, LLC	Canada	1072745	11/25/2009	SET TCMC Batteries Technician Training Module v1 C
Dealer Tire, LLC	Canada	1072744	11/25/2009	SET TCMC Brake Pads ASM Training Module v1 C
Dealer Tire, LLC	Canada	1072743	11/25/2009	Gulf States Toyota Road Hazard Module 040209 C
Dealer Tire, LLC	Canada	1072742	11/25/2009	SET TCMC Brake Pads Technician Training Module v1 C
Dealer Tire, LLC	Canada	1072741	11/25/2009	SET TCMC Chemicals ASM Training Module v1 C
Dealer Tire, LLC	Canada	1072740	11/25/2009	SET TCMC Chemicals Technician Training Module v1 C
Dealer Tire, LLC	Canada	1072739	11/25/2009	SET TCMC MASTER Training Module v1 C
Dealer Tire, LLC	Canada	1072738	11/25/2009	SET TCMC Motor Oil ASM Training Module v1 C
Dealer Tire, LLC	Canada	1072737	11/25/2009	SET TCMC Motor Oil Technician Training Module v1 C
Dealer Tire, LLC	Canada	1072736	11/25/2009	SET TCMC Wiper Blades and Inserts ASM Training Module v1 C
Dealer Tire, LLC	Canada	1072735	11/25/2009	SET TCMC Wiper Blades and Inserts Technician Training Module v1 C
Dealer Tire, LLC	Canada	1072734	11/25/2009	TCMC Batteries Training Module v1 C

Grantor	Country	Registration No.	Registration Date	Title
Dealer Tire, LLC	Canada	1072733	11/25/2009	TCMC Brake Pads Training Module v1 C
Dealer Tire, LLC	Canada	1072732	11/25/2009	TCMC Chemicals Training Module v1 C
Dealer Tire, LLC	Canada	1072731	11/25/2009	TCMC Motor Oil Training Module v1 C
Dealer Tire, LLC	Canada	1072730	11/25/2009	TCMC Wiper Blades and Inserts Training Module v1 C
Dealer Tire, LLC	Canada	1109542	12/5/2013	Retailing Tires Check List

Foreign Copyright Applications

None.