

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM309835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		06/30/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wheel Pros, LLC		
Street Address:	5347 S. Valentia Way		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4202537	DIME	
Registration Number:	4202538	ESTRELLA	
Registration Number:	4202536	SALT FLAT SPECIAL	
Serial Number:	85727542	ATX X	
Serial Number:	85769647	A BEER WORTH RACING FOR	
Serial Number:	85585694	DIESEL	
Serial Number:	85517152	FUELED BY INNOVATION	
Serial Number:	85517133	FUELED BY INNOVATION	
Serial Number:	85571629	ANSEN	
Serial Number:	85715267	Q T	
Serial Number:	85591549	REBEL	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>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.</i>			
Phone:	3128622200		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
		TRADEMARK	

CH \$290.00 4202537

Address Line 4: Chicago, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:	37869-196-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	07/07/2014
Total Attachments: 3 source=Wheel Pros - IP Release 3 - Trademarks#page1.tif source=Wheel Pros - IP Release 3 - Trademarks#page2.tif source=Wheel Pros - IP Release 3 - Trademarks#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2014 ("Release"), is made by KeyBank National Association, as Administrative Agent ("Administrative Agent") in favor of Wheel Pros, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of August 5, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of August 5, 2011 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on December 14, 2012 at Reel 4919 Frame 0491.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

KeyBank National Association, as Administrative Agent

By: *[Signature]*
Name: Ryan P. Piro
Title: SENIOR V.P. Counsel

Schedule A

**Wheel Pros, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
DIME	4202537	09/04/12
ESTRELLA	4202538	09/04/12
SALT FLAT SPECIAL	4202536	09/04/12

Trademark Applications

Mark	Appl. No.	Filing Date
ATX X and Design	85727542	09/12/12
A BEER WORTH RACING FOR	85769647	11/01/12
DIESEL	85585694	03/31/12
FUELED BY INNOVATION	85517152	01/16/12
FUELED BY INNOVATION	85517157	01/16/12
FUELED BY INNOVATION	85517133	01/16/12
ANSEN	85571629	03/16/12
Q T	85715267	08/28/12
REBEL	85591549	04/06/12