

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheel Pros, LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AEA Mezzanine Fund III LP, as Collateral Agent		
Street Address:	Two Stamford Plaza, 15th Fl., 281 Tresser Blvd.		
Internal Address:	c/o AEA Mezzanine Management LP, Attn: James Villa		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 84			
Property Type	Number	Word Mark	
Registration Number:	2427948	A	
Registration Number:	2377090	ALBA	
Registration Number:	0868913	AMERICAN	
Registration Number:	3243101	AMERICAN RACING	
Registration Number:	1147598	AMERICAN RACING	
Registration Number:	2001979	AMERICAN RACING	
Registration Number:	1113095	AMERICAN RACING	
Registration Number:	2918292	AMERICAN RACING CUSTOM WHEELS	
Registration Number:	0863444	AMERICAN RACING EQUIPMENT	
Registration Number:	4276121	AMERICAN RACING PERFORM	
Registration Number:	3437622	AMERICAN RACING PERFORM	
Registration Number:	3605387	AMERICAN RACING PRO SERIES	
Registration Number:	4398540	ANSEN	
Registration Number:	3080975	ANSEN	
Registration Number:	4485442	AR AMERICAN RACING	
Registration Number:	2435511	AR AMERICAN RACING	
Registration Number:	4342717	AR	
Registration Number:	1986617	ARE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3552753	CARFIGURATOR
Registration Number:	3432583	ATX
Registration Number:	3587691	ATX SERIES
Registration Number:	3115078	ATX SERIES
Registration Number:	4338167	ATX X
Registration Number:	3803502	BLACK MAGIC FINISH
Registration Number:	3325673	BUZZ
Registration Number:	3514704	CUSTOM WHEEL COLLECTION
Serial Number:	86209785	CUSTOM SHOP
Registration Number:	4492555	DEALER LINE
Registration Number:	4286454	
Registration Number:	2805037	
Registration Number:	2877160	
Registration Number:	2781121	
Registration Number:	4476338	
Registration Number:	3391288	DIAMO
Registration Number:	4345259	DIESEL
Registration Number:	4202537	DIME
Registration Number:	3080913	DRIVE GEAR
Registration Number:	4202538	ESTRELLA
Registration Number:	4433129	FUELED BY INNOVATION
Registration Number:	4303807	FUELED BY INNOVATION
Registration Number:	4522429	FUELED BY INNOVATION
Registration Number:	2475230	H HELO
Registration Number:	2824829	HELO
Registration Number:	4107785	IN THRUST WE TRUST
Registration Number:	3234295	KMC
Registration Number:	3027059	KMC
Registration Number:	3010893	KMC
Registration Number:	3182731	KMC BUZZ
Registration Number:	3069340	LIKE NO OTHER
Registration Number:	2159534	LIKE NO OTHER
Registration Number:	2731970	LORENZO
Registration Number:	2985749	LORENZO
Registration Number:	3483366	M
Registration Number:	3618051	MAXX
Registration Number:	3042571	MOTEGI
Registration Number:	3928784	MOTEGI RACING
Registration Number:	2610348	MOTEGI RACING

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86107810	MOTO METAL
Registration Number:	3108761	MOTO METAL
Registration Number:	2982057	OFFENDING SINCE 1982
Registration Number:	4374961	Q T
Registration Number:	4012218	ROCKSTAR
Serial Number:	86107302	ROCKSTAR 2
Serial Number:	86107313	ROCKSTAR II
Serial Number:	86107321	RS2
Serial Number:	86107330	RSII
Registration Number:	4202536	SALT FLAT SPECIAL
Registration Number:	3151693	SPINTEK
Registration Number:	2913759	SUPERLIP
Registration Number:	4425733	TECHNOMESH
Registration Number:	3841858	TORQ THRUST
Registration Number:	2433240	TORQ THRUST
Registration Number:	2508336	TORQ THRUST II
Registration Number:	1985148	TORQ-THRUST "D"
Registration Number:	3388559	VENTI
Registration Number:	3563425	VENTI PLUS
Registration Number:	3563424	VENTI PLUS V+
Registration Number:	3191617	WHEEL PROS
Registration Number:	4494521	XD SERIES
Registration Number:	3031606	XD SERIES
Registration Number:	3177834	XD SERIES
Registration Number:	3345065	XD SERIES
Registration Number:	4513500	XD SERIES
Serial Number:	85926769	

CORRESPONDENCE DATA

Fax Number: 2127358842
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: 212 735-8683
Email: msegui@morrisoncohen.com
Correspondent Name: Deborah S. Weiner
Address Line 1: 909 Third Avenue, 27th Floor
Address Line 2: c/o Morrison Cohen LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 018218-0237(AARSIOTIS)

NAME OF SUBMITTER: Deborah S. Weiner

SIGNATURE:	/Deborah S. Weiner/
DATE SIGNED:	11/24/2014
Total Attachments: 11 source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page1.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page2.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page3.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page4.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page5.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page6.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page7.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page8.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page9.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page10.tif source=Trademark Security Agree -Wheel Pros in favor of AEA Mezz#page11.tif	

This Trademark Security Agreement and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of June 30, 2014 among AEA Mezzanine Fund III LP ("AEAMF III"), Prospect Capital Corporation, Triangle Capital Corporation, AEAMF III, in its capacity as collateral agent for the other Subordinated Creditors (as defined therein) and each other holder of Subordinated Debt (as defined therein) and CIT Finance LLC, as agent to the Senior Creditors (as defined in the Subordination Agreement); and each holder of Obligations hereunder by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of AEA Mezzanine Fund III LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and each other Secured Party (each as defined in the Note Purchase Agreement).

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of June 30, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Wheel Pros Holdings, Inc., a Delaware corporation and Wheel Pros, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties, the Lenders from time to time party thereto and AEA Mezzanine Fund III LP, as Collateral Agent for the Lenders and the other Secured Parties, the Lenders have severally agreed to purchase Notes from the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has agreed, pursuant to a Guaranty and Security Agreement of even date with Note Purchase Agreement in favor of the Agent (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Note Purchase Agreement and to induce the Lenders to make their respective purchases thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding all Excluded Property, including any “intent to

use” Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

Very truly yours,

WHEEL PROS, LLC
as Grantor

By: 

Name: Judy W. Groce

Title: Co-President and Co-Chief Executive Officer

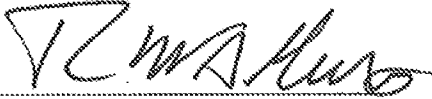
[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

AEA MEZZANINE FUND III LP,
as Collateral Agent



By: AEA Mezzanine Partners III LP, its general partner

By: AEA Mezzanine Management III GP LLC, its general partner


By: 
Name: Thomas W. S. Groves
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations

Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registered
State of California	DESIGN ONLY			115273	15 OCT 2013
State of California	DESIGN ONLY			115272	15 OCT 2013
State of California	XD SERIES			115271	15 OCT 2013
USA	A AND DESIGN	75668283	26 MAR 1999	2427948	13 FEB 2001
USA	ALBA AND DESIGN	75668282	26 MAR 1999	2377090	15 AUG 2000
USA	AMERICAN AND DESIGN	72295788	17 APR 1968	0868913	06 MAY 1969
USA	AMERICAN RACING	78978056	12 NOV 2003	3243101	15 MAY 2007
USA	AMERICAN RACING	73151793	12 DEC 1977	1147598	24 FEB 1981
USA	AMERICAN RACING AND DESIGN	74578864	27 SEP 1994	2001979	17 SEP 1996
USA	AMERICAN RACING AND DESIGN	73151805	12 DEC 1977	1113095	13 FEB 1979
USA	AMERICAN RACING CUSTOM WHEELS AND DESIGN	75389718	13 NOV 1997	2918292	18 JAN 2005
USA	AMERICAN RACING EQUIPMENT AND DESIGN	72295789	17 APR 1968	0863444	14 JAN 1969
USA	AMERICAN RACING PERFORM	78981468	26 JUL 2006	4276121	15 JAN 2013
USA	AMERICAN RACING PERFORM	78503105	20 OCT 2004	3437622	27 MAY 2008
USA	AMERICAN RACING PRO SERIES	77509363	27 JUN 2008	3605387	14 APR 2009
USA	ANSEN	85571629	16 MAR 2012	4398540	10 SEP 2013
USA	ANSEN	78425719	26 MAY 2004	3080975	11 APR 2006
USA	AR AMERICAN RACING AND DESIGN 	78981547	26 JUL 2006	4485442	18 FEB 2014
USA	AR AMERICAN RACING AND DESIGN	75365504	30 SEP 1997	2435511	13 MAR 2001
USA	AR AND DESIGN 	85796527	06 DEC 2012	4342717	28 MAY 2013
USA	ARE				


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Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registered
		74596607	08 NOV 1994	1986617	16 JUL 1996
USA	ARFIGURATOR	77311433	23 OCT 2007	3552753	30 DEC 2008
USA	ATX	78433671	11 JUN 2004	3432583	20 MAY 2008
USA	ATX SERIES	77077957	08 JAN 2007	3587691	10 MAR 2009
USA	ATX SERIES	78433677	11 JUN 2004	3115078	11 JUL 2006
USA	ATX X AND DESIGN 	85727542	12 SEP 2012	4338167	21 MAY 2013
USA	BLACK MAGIC FINISH	77021680	16 OCT 2006	3803502	15 JUN 2010
USA	BUZZ	78412281	03 MAY 2004	3325673	30 OCT 2007
USA	CUSTOM WHEEL COLLECTION AND DESIGN 	77089897	24 JAN 2007	3514704	14 OCT 2008
USA	CUSTOMSHOP AND DESIGN 	86209785	03 MAR 2014		
USA	DEALER LINE	85909543	19 APR 2013	4492555	04 MAR 2014
USA	DESIGN ONLY 	85926769	08 MAY 2013		
USA	DESIGN ONLY 	78981168	26 JUL 2006	4286454	26 JUL 2006
USA	DESIGN ONLY 	78221897	05 MAR 2003	2805037	13 JAN 2004
USA	DESIGN ONLY	78215922	18 FEB 2003	2877160	24 AUG 2004



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Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registered
					
USA	DESIGN ONLY	76227592	16 MAR 2001	2781121	11 NOV 2003
USA	DESIGN ONLY 	85871679	08 MAR 2013	4476338	28 JAN 2014
USA	DIAMO	77207705	15 JUN 2007	3391288	04 MAR 2008
USA	DIESEL	85585694	31 MAR 2012	4345259	04 JUN 2013
USA	DIME	85585688	31 MAR 2012	4202537	04 SEP 2012
USA	DRIVE GEAR	78976677	12 NOV 2003	3080913	11 APR 2006
USA	ESTRELLA	85585700	31 MAR 2012	4202538	04 SEP 2012
USA	FUELED BY INNOVATION	85517152	16 JAN 2012	4433129	12 NOV 2013
USA	FUELED BY INNOVATION	85517133	16 JAN 2012	4303807	19 MAR 2013
USA	FUELED BY INNOVATION	85517157	16 JAN 2012	4522429	
USA	H HELO AND DESIGN	75871511	15 DEC 1999	2475230	07 AUG 2001
USA	HELO	76514225	12 MAY 2003	2824829	23 MAR 2004
USA	IN THRUST WE TRUST	85249345	23 FEB 2011	4107785	06 MAR 2012
USA	KMC	78412276	03 MAY 2004	3234295	24 APR 2007
USA	KMC	78411260	30 APR 2004	3027059	13 DEC 2005
USA	KMC	78411276	30 APR 2004	3010893	01 NOV 2005
USA	KMC BUZZ	78622076	04 MAY 2005	3182731	12 DEC 2006
USA	LIKE NO OTHER	78448058	08 JUL 2004	3069340	14 MAR 2006
USA	LIKE NO OTHER	75141664	29 JUL 1996	2159534	19 MAY 1998
USA	LORENZO AND DESIGN	76367804	06 FEB 2002	2731970	01 JUL 2003
USA	LORENZO AND DESIGN	76367804	06 FEB 2002	2985749	16 AUG 2005
USA	M AND DESIGN	77220994	02 JUL 2007	3483366	12 AUG 2008

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Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registered
					
USA	MAXX	77130410	14 MAR 2007	3618051	12 MAY 2009
USA	MOTEGI	78326608	12 NOV 2003	3042571	10 JAN 2006
USA	MOTEGI RACING	77077977	08 JAN 2007	3928784	08 MAR 2011
USA	MOTEGI RACING	76010532	27 MAR 2000	2610348	20 AUG 2002
USA	MOTO METAL	86107810	01 NOV 2013		
USA	MOTO METAL	78506263	26 OCT 2004	3108761	27 JUN 2006
USA	OFFENDING SINCE 1982	78325452	10 NOV 2003	2982057	02 AUG 2005
USA	QT AND DESIGN 	85715267	28 AUG 2012	4374961	30 JUL 2013
USA	ROCKSTAR	85223049	21 JAN 2011	4012218	16 AUG 2011
USA	ROCKSTAR 2	86107302	31 OCT 2013		
USA	ROCKSTAR II	86107313	31 OCT 2013		
USA	RS2	86107321	31 OCT 2013		
USA	RSII	86107330	31 OCT 2013		
USA	SALT FLAT SPECIAL	85885685	31 MAR 2012	4202536	04 SEP 2012
USA	SPINTEK	78412310	03 MAY 2004	3151693	03 OCT 2006
USA	SUPERLIP	76975216	11 APR 2002	2913759	21 DEC 2004
USA	TECHNOMESH	85930590	13 MAY 2013	4425733	29 OCT 2013
USA	TORQ THRUST	77077196	05 JAN 2007	3841858	31 AUG 2010
USA	TORQ THRUST	75846655	12 NOV 1999	2433240	06 MAR 2001
USA	TORQ THRUST II	75431825	10 FEB 1998	2508336	20 NOV 2001
USA	TORQ-THRUST "D"	75617725	04 JAN 1995	1985148	09 JUL 1996
USA	VENTI	77221602	03 JUL 2007	3388559	26 FEB 2008
USA	VENTI PLUS	77370855	14 JAN 2008	3563425	20 JAN 2009
USA	VENTI PLUS V+ AND DESIGN	77370840	14 JAN 2008	3563424	20 JAN 2009

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Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registered
					
USA	WHEEL PROS	78663619	05 JUL 2005	3191617	02 JAN 2007
USA	XD SERIES	86011436	16 JUL 2013	4494521	11 MAR 2014
USA	XD SERIES	78425436	26 MAY 2004	3031606	20 DEC 2005
USA	XD SERIES	78417706	12 MAY 2004	3177834	28 NOV 2006
USA	XD SERIES	78417708	12 MAY 2004	3345065	27 NOV 2007
USA	XD SERIES AND DESIGN 	85871672	08 MAR 2013	4513500	

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