

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheel Pros, LLC		12/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AEA Mezzanine Fund III LP, as Collateral Agent		
Street Address:	281 Tresser Boulevard		
Internal Address:	Two Stamford Plaza, 15th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	77627773	MODULAR SOCIETY	
Serial Number:	77262191	UNEQUALED LUXURY	
Serial Number:	77262184	THE ULTIMATE COLLECTION OF LUXURY CUSTOM	
Serial Number:	77627849	M	
Serial Number:	78978017	ASANTI	
Serial Number:	85021090	ASANTI	
Serial Number:	78731746	EFT	
Serial Number:	78731734	EXTENDED FLANGE TECHNOLOGY	
Serial Number:	85881594	ADVENTUS	
Serial Number:	85889762	DIAMOND PERFORMANCE RACING	
Serial Number:	85915953	DPR	
Serial Number:	85915993	DPR	
Serial Number:	85938753	DPR OFFROAD	
Serial Number:	85785700	ADVENTUS	
Serial Number:	85938783	ADVENTUS FORGED	
Serial Number:	85960032	ASANTI BLACK LABEL	
Serial Number:	86351212	DIAMOND PRECISION RACING	
Serial Number:	86426084	SKY'S NOT THE LIMIT IT'S JUST THE VIEW	
TRADEMARK			

CH \$490.00 77627773

Property Type	Number	Word Mark
Serial Number:	77907212	ASANTI

CORRESPONDENCE DATA

Fax Number: 2127358708

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: 212 735-8842

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:	12/09/2014

Total Attachments: 7

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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, Prospect Capital Corporation, Triangle Capital Corporation, AEA Mezzanine Fund III LP, 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 December 4, 2014, is made by Wheel Pros, LLC, a Delaware limited liability company (the "Grantor"), 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 as referred to below).

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, the Grantor, as the borrower (in such capacity, 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 purchased Notes from the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor 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, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to make financial accommodations to the Borrower under the Note Purchase Agreement, the 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. The 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 the 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 the 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 I 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the 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 Grantor 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, the 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 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


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005416 FRAME: 0676

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registered
United States	MODULAR SOCIETY	77627773	Dec. 05, 2008	3753166	Feb. 23, 2010
United States	UNEQUALED LUXURY	77262191	Aug. 22, 2007	4006407	Aug. 02, 2011
United States	THE ULTIMATE COLLECTION OF LUXURY CUSTOMIZATION	77262184	Aug. 22, 2007	4042322	Oct. 18, 2011
United States		77627849	Dec. 05, 2008	3710322	Nov. 10, 2009
United States	ASANTI	78978017	Jun. 18, 2004	3231710	Apr. 17, 2007
United States	ASANTI	78978017	Jun. 18, 2004	3967213	Apr. 17, 2007
United States	ASANTI	85021090	Apr. 22, 2010	3955945	May 03, 2011
United States	EFT	78731746	Oct. 12, 2005	3192297	Jan. 02, 2007
United States	EXTENDED FLANGE TECHNOLOGY	78731734	Oct. 12, 2005	3,215,097	Mar. 6, 2007
United States	ADVENTUS	85881594	Mar. 20, 2013	4421842	Oct. 22, 2013
United States	DIAMOND PERFORMANCE RACING	85/889762	Mar. 28, 2013		
United States		85915953	Apr. 26, 2013	4440226	Nov. 26, 2013
United States		85915993	Apr. 26, 2013	4440228	Nov. 26, 2013
United States	DPR OFFROAD	85/938753	May 21, 2013		
United States	ADVENTUS	85785700	Nov. 21, 2012	4483511	Feb. 18, 2014
United States	ADVENTUS FORGED	85/938783	May 21, 2013		
United States	ASANTI BLACK LABEL	85/960032	Jun. 14, 2013		
United States	DIAMOND PRECISION RACING	86/351212	Jul. 29, 2014		
United States	SKY'S NOT THE LIMIT IT'S JUST THE VIEW	86426084	Oct. 16, 2014		
Canada	ASANTI	1466361	2010-01-14	TMA887665	2014-10-08
CTM	ASANTI	4171401	2004-12-17	4171401	2006-02-08
CTM	MODULAR SOCIETY	8300329	2009-05-14	8300329	2009-12-01
CTM	ASANTI	8864449	2010-02-08	8864449	2010-08-02
CTM	ASANTI	9054818	2010-04-26	9054818	2010-10-12
CTM	EFT	4980256	2006-03-27	4980256	2007-05-31
China	ASANTI	8682645	19-SEP-2010	8682645	21-JUL-2014

China		6073470	28-MAY-2007	6073470	21-JUN-2010
China	ASANTI	8081356	24-FEB-2010	8081356	14-APR-2011
China	ASANTI	8081358	24-FEB-2010	8081358	28-FEB-2011
Japan	MODULAR SOCIETY	2009-035144	12-MAY-2009	5255197	07-AUG-2009
Japan	EXTENDED FLANGE TECHNOLOGY	2006-027350	28-MAR-2006	5023620	02-FEB-2007
Japan	EFT	2006-027351	28-MAR-2006	5089044	02-NOV-2007
Japan	EFT	2005-090136	27-SEP-2005	4949716	28-APR-2006
Korea	ASANTI	40-2010-0066121	23-DEC-2010	4009284180000	24-JUL-2012
Kuwait	ASANTI	112324	09-JUN-2010		
Russia	ASANTI	2010714877	06-MAY-2010	428814	26-JAN-2011
Saudi Arabia	ASANTI	160246			
Saudi Arabia	ASANTI	160245			
Saudi Arabia	ASANTI	99278595			
United Arab Emirates	ASANTI	143384	08-JUN-2010		