

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RABEN TIRE CO., LLC	FORMERLY Raben Tire Co., Inc.	12/05/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	OneWest Bank, National Association, as Administrative Agent		
Street Address:	888 East Walnut Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1253998	RABEN	
Serial Number:	86436183	MODERN TIRE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	213-830-87		
<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:	213-680-6400		
Email:	kimberley.lathrop@morganlewis.com		
Correspondent Name:	Kimberley A. Lathrop		
Address Line 1:	355 South Grand Avenue		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	3322995.372280		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/12/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 5, 2014 (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) by each of the Persons listed on the signature pages hereto (each a “Grantor” and collectively “Grantors”), jointly and severally in favor of ONEWEST BANK, NATIONAL ASSOCIATION, as the administrative agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined below), with reference to the following facts:

A. Pursuant to the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) dated as of December 5, 2014 among RABEN TIRE CO., LLC, an Indiana limited liability company (“RTC”), LINNORAB, LLC, an Indiana limited liability company (“Linnorab”), NEBAR INVESTMENTS, L.L.C., an Indiana limited liability company (“Nebar” and, together with RTC and Linnorab, each a “Borrower” and, collectively, “Borrowers”) RABEN HOLDINGS, LLC, a Delaware limited liability company (“Parent”), the lenders from time to time a party thereto (each a “Lender” and collectively, the “Lenders”), and the Administrative Agent, the Lenders are making certain credit facilities available to Borrowers.

B. The Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantors shall enter into this Trademark Security Agreement and shall grant security interests to the Administrative Agent as herein provided.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby jointly and severally represent, warrant, covenant, agree, assign and grant as follows:

1. Definitions. This Trademark Security Agreement is the Trademark Security Agreement referred to in the Credit Agreement. This Trademark Security Agreement is one of the “Loan Documents” referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the Security Agreement and not otherwise defined in this Trademark Security Agreement or in the Credit Agreement shall have the meanings defined for those terms in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) such Grantor's Trademarks, including, without limitation, those described on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor, to the Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall provide notice in writing to the Administrative Agent with respect to any such new Trademarks as required by the Credit Agreement. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

7. Governing Law. The validity of this Trademark Security Agreement, the construction, interpretation and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York.

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

GRANTOR:

RABEN TIRE CO., LLC

By: 
Name: Mark Raben
Title: President

[Signature Page to Trademark Security Agreement]

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REEL: 005418 FRAME: 0666

Accepted and Acknowledged:

ONEWEST BANK, NATIONAL ASSOCIATION,
as the Administrative Agent

By: 
Name: **DAVID LIGON**
Title: **EXECUTIVE VICE PRESIDENT**

[Signature Page to Trademark Security Agreement]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Country	Description of Trademark	Application/Registration Number	Application/Registration Date
Raben Tire Co., LLC	US	RABEN Service Mark Registration for "Retail Store and Distributorship Services in the Field of Automotive Tires & Parts," in International Class 42.	1,253,998	Oct. 11, 1983
Raben Tire Co., LLC	US	MODERN TIRE COMPANY Service Mark for "Retail tire store services, installation of tires, and other services related to tires," in International Class 35.	No. 86,436,183	Oct. 27, 2014

Licenses

None.