

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TGC Components LLC		11/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Finance LLC, as Agent		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4743227	MOTO-HAMMER	
Registration Number:	3729526	MOTOGRIP	
Registration Number:	3304846	EFX	
Registration Number:	3092702	MOTOSPORT ALLOYS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	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:	18965-30450		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/16/2015		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2015, is made by TGC Components LLC, a Delaware limited liability company (the "Grantor"), in favor of CIT Finance LLC ("CIT"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (including by the First Amendment to Credit Agreement dated as of October 22, 2015 and the Second Amendment to Credit Agreement dated as of November 13, 2015), the "Credit Agreement"), by and among Wheel Pros Holdings, Inc., a Delaware corporation ("Holdings"), as Initial Borrower, Wheel Pros, LLC, a Delaware limited liability company (together with Holdings, the "Borrower"), as Assuming Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and CIT, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to 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 Credit 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 Credit 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 and the L/C Issuers to make available their respective extensions of credit to the Borrower thereunder, 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 Credit 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 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 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) and cash collateralization of Letters of Credit. 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 executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TGC COMPONENTS LLC, d/b/a Colorado
Components

as Grantor

By: 

Name: Jody 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:

CIT FINANCE LLC
as Agent

By: *David Mautroian*
Name: *David Mautroian*
Title: *Duly Authorized Signatory*

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005668 FRAME: 0934

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Reg. No.
MOTO-HAMMER (STYLIZED)	4743227
MOTOG RIP	3729526
EFX	3304846
MOTOSPORT ALLOYS	3092702

2. TRADEMARK APPLICATIONS

None.