

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alloy Wheel Repair Specialist, Inc.		11/16/2015	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alloy Wheel Repair Specialists, LLC		
<b>Street Address:</b>	3100 Medlock Bridge Rd Ste 305		
<b>City:</b>	Norcross		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30071		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3232248	ALLOY WHEEL REPAIR SPECIALISTS	
<b>Registration Number:</b>	3122475	ALLOY WHEEL REPAIR SPECIALISTS	
<b>Registration Number:</b>	2955873	ALLOY WHEEL REPAIR SPECIALISTS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	19181-3-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	12/04/2015		
<b>Total Attachments: 4</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of November 16, 2015 (the "Effective Date") by and between Alloy Wheel Repair Specialist, Inc., a Georgia corporation ("Assignor"), and Alloy Wheel Repair Specialists, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties."

RECITALS

A. WHEREAS, Assignor is the exclusive owner of the entire right, title, and interest in, to, and under the trademark registrations and trademark applications set forth on Schedule A, together with any and all goodwill associated with any of the foregoing (such registration, applications, and goodwill, the "Trademarks"); and

B. WHEREAS, Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee has agreed to accept and assume from Assignor, all right, title and interest in, to, and under the Trademarks, such that Assignee will be the exclusive owner of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows, effective immediately:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in, to, and under the Trademarks, including, without limitation, along with all of Assignor's interest in income, royalties, damages and payments accrued, due or payable as of the date hereof or thereafter (including damages and payments for past, present, or future infringements or misappropriations thereof or conflicts therewith), the right to sue and recover for past, present, or future infringements or misappropriations therewith, or conflicts thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Miscellaneous. Assignor shall execute and deliver to Assignee, whenever requested by Assignee and without further compensation to Assignor, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary and/or desirable in connection with the perfection in Assignee of the rights sold, assigned, transferred, conveyed or delivered to Assignee pursuant to this Agreement, recording such sale, assignment, transfer, conveyance or delivery and for securing to Assignee or for maintaining for Assignee such rights, including, without limitation, the execution of separate assignments to accomplish or record such sale, assignment, transfer, conveyance or delivery to Assignee of such rights in any other country or jurisdiction, and to cooperate and assist reasonably with Assignee to do all other affirmative acts in connection therewith. Assignee shall have the right to file or record this Agreement with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Trademarks.

3. Governing Law. This Agreement, and all claims or causes of action (whether in contract or tort or otherwise) that may arise out of or relate to this Agreement, shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without reference to the choice of law or conflicts of law principles thereof.

4. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re execute the original form of this Agreement and deliver such form to the other party. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR

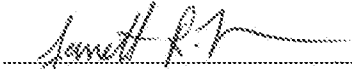
ALLOY WHEEL REPAIR SPECIALIST, INC.

By: [Signature]  
Name: Thomas E. Morris  
Title: President

*[Signature Page - AWRS Trademark Assignment Agreement]*

ASSIGNEE



ALLOY WHEEL REPAIR SPECIALISTS, LLC

By:   
Name: Jarrett Turner  
Title: President

*[Signature Page - AWRI Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 005681 FRAME: 0960**

**Schedule A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Current Owner of Record</b>
ALLOY WHEEL REPAIR SPECIALISTS	US	76661971 6/19/2006	3232248 4/24/2007	Alloy Wheel Repair Specialist, Inc.
ALLOY WHEEL REPAIR SPECIALISTS  	US	76640551 6/10/2005	3122475 8/1/2006	Alloy Wheel Repair Specialist, Inc.
ALLOY WHEEL REPAIR SPECIALISTS, INC.	US	76576985 2/13/2004	2955873 5/24/2005	Alloy Wheel Repair Specialist, Inc.
ALLOY WHEEL REPAIR SPECIALISTS  	Canada	1586510 7/17/2012		Alloy Wheel Repair Specialist, Inc.