

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380967

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the entity type of the secured party Johnson Bank to State Bank: Wisconsin previously recorded on Reel 005727 Frame 0360. Assignor(s) hereby confirms the security interest in trademarks.
<b>RESUBMIT DOCUMENT ID:</b>	900356700

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drake Automotive Group, LLC	FORMERLY known as and successor in interest to Drake Automotive Group, Inc., a Nevada corporation	12/24/2015	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Johnson Bank
<b>Street Address:</b>	333 East Wisconsin Avenue
<b>Internal Address:</b>	Suite 82
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	State Bank: WISCONSIN

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	4869007	C CORSO FEROCCE

## CORRESPONDENCE DATA

**Fax Number:** 4149788675  
**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:** 414 277 5675  
**Email:** marta.levine@quarles.com  
**Correspondent Name:** Marta S. Levine  
**Address Line 1:** Quarles & Brady LLP  
**Address Line 2:** 411 East Wisconsin Avenue  
**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	160906.00046
<b>NAME OF SUBMITTER:</b>	Marta S. Levine
<b>SIGNATURE:</b>	/MartaLevine/

TRADEMARK

**DATE SIGNED:**

04/18/2016

**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372587

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Drake Automotive Group, LLC	FORMERLY known as and successor in interest to Drake Automotive Group, Inc., a Nevada corporation	12/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Johnson Bank		
<b>Street Address:</b>	333 East Wisconsin Avenue		
<b>Internal Address:</b>	Suite 82		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	State Bank: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85906682	C CORSO FEROCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4149788675		
<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>	414 277 5675		
<b>Email:</b>	marta.levine@quarles.com		
<b>Correspondent Name:</b>	Marta S. Levine		
<b>Address Line 1:</b>	Quarles & Brady LLP		
<b>Address Line 2:</b>	411 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	160906.00046		
<b>NAME OF SUBMITTER:</b>	Marta S. Levine		
<b>SIGNATURE:</b>	/MartaLevine/		
<b>DATE SIGNED:</b>	02/09/2016		
<b>Total Attachments: 3</b>			

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is dated as of December 24, 2015 among DRAKE AUTOMOTIVE GROUP, LLC, a Delaware limited liability company, formerly known as and successor in interest to Drake Automotive Group, Inc., a Nevada corporation ("Drake" or "Borrower") and JOHNSON BANK, as administrative agent (the "Agent") for the lenders ("Lenders") from time to time party to the Security Agreement referred to below.

WHEREAS, the Borrower, the Agent, and others have entered into a Security Agreement dated as of the date hereof (the "Security Agreement").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of the Borrower (as defined in the Security Agreement), pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than unasserted contingent claims for reimbursement or indemnification), the Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Borrower hereby grants to the Agent a security interest in (1) all of the Borrower's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Borrower, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the business with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same, provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

IN WITNESS WHEREOF, the Borrower has executed this Confirmatory Grant effective as of the above-indicated date.

DRAKE AUTOMOTIVE GROUP, LLC

By: 

Name: Bradley A. Barker

Title: Vice President, Treasurer and  
Assistant Secretary

Signature Page for Confirmatory Grant of  
Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 005768 FRAME: 0005**

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS**

<b>Trademark/Service Mark Applications (U.S.)</b>		
<b>Registration Number:</b>	<b>Serial Number:</b>	<b>Mark:</b>
N/A	85906682	Corso Feroce
N/A	86563884	Legendary Wheel Company

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is dated as of December 24, 2015 among DRAKE AUTOMOTIVE GROUP, LLC, a Delaware limited liability company, formerly known as and successor in interest to Drake Automotive Group, Inc., a Nevada corporation ("Drake" or "Borrower") and JOHNSON BANK, as administrative agent (the "Agent") for the lenders ("Lenders") from time to time party to the Security Agreement referred to below.

WHEREAS, the Borrower, the Agent, and others have entered into a Security Agreement dated as of the date hereof (the "Security Agreement").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

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(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of the Borrower (as defined in the Security Agreement), pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than unasserted contingent claims for reimbursement or indemnification), the Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Borrower hereby grants to the Agent a security interest in (1) all of the Borrower's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Borrower, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the business with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same, provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

IN WITNESS WHEREOF, the Borrower has executed this Confirmatory Grant effective as of the above-indicated date.

DRAKE AUTOMOTIVE GROUP, LLC

By: 

Name: Bradley A. Barker

Title: Vice President, Treasurer and  
Assistant Secretary

Signature Page for Confirmatory Grant of  
Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 005768 FRAME: 0008**



**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS**

<b>Trademark/Service Mark Applications (U.S.)</b>		
<b>Registration Number:</b>	<b>Serial Number:</b>	<b>Mark:</b>
N/A	85906682	Corso Feroce
N/A	86563884	Legendary Wheel Company

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