

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388136

| | | | |
|---|---|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Interest - Term Loan | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Treadepot.com, LLC | | 06/09/2016 | Limited Liability Company: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank, as Administrative Agent | | |
| Street Address: | 4777 Sharon Road, 4th Floor | | |
| Internal Address: | Mail Code NC-Charlotte-0400, Attn: Cathy Harris | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28210 | | |
| Entity Type: | Banking Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2430496 | TREADDEPOT.COM | |
| Registration Number: | 2448317 | TREADDEPOT.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045818330 | | |
| <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: | 404-581-8275 | | |
| Email: | srbrown@jonesday.com | | |
| Correspondent Name: | Sidney R. Brown, Jones Day | | |
| Address Line 1: | 1420 Peachtree Street, NE | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Sidney R. Brown | | |
| SIGNATURE: | /Sidney R. Brown/ | | |
| DATE SIGNED: | 06/16/2016 | | |
| Total Attachments: 5 | | | |
| source=Kauffman - Trademark Security Agreement (Term Loan)#page1.tif | | | |
| source=Kauffman - Trademark Security Agreement (Term Loan)#page2.tif | | | |

OP \$65.00 2430496

source=Kauffman - Trademark Security Agreement (Term Loan)#page3.tif

source=Kauffman - Trademark Security Agreement (Term Loan)#page4.tif

source=Kauffman - Trademark Security Agreement (Term Loan)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2016 (this "Agreement"), is made by KAUFFMAN TIRE, INC., a Georgia corporation, and TREADEPOT.COM, LLC, a Georgia limited liability company (collectively, the "Grantors"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors and certain of their affiliates, the lenders from time to time parties thereto (the "Lenders"), and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors and certain of their affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors, 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 Grantors, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantors of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree 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. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

SECTION 4. Grantors Remain Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This 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 6. Governing Law. This 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 Georgia.

SECTION 7. Loan Document. For avoidance of doubt, the Grantors and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

KAUFFMAN TIRE, INC., a Georgia corporation

By: 

Mark A. Kauffman, President and CEO

[SEAL]

TREADEPOT.COM, LLC, a Georgia limited liability company

By: 

Mark A. Kauffman, Manager

[SEAL]

[KAUFFMAN -- Trademark Security Agreement (Term Loan)]

TRADEMARK
REEL: 005814 FRAME: 0997

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: Jerra Fortner
Name: Jerra Fortner
Title: Director

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

| Mark | Owner | Registration Number |
|---|---------------------|---|
| Kauffman Tire | Kauffman Tire, Inc. | Registration No. 4,917,010 (Registered 3/15/2016) |
| TREADMAXX | Kauffman Tire, Inc. | Registration No. 3,112,761 (Registered July 4, 2006) |
| Treadmaxx Tire Miles | Kauffman Tire, Inc. | Registration No. 3,850,024 (Registered September 21, 2010) |
|  | Kauffman Tire, Inc. | Registration No. 3,849,962 (Registered July 6, 2010) |
| TREADDEPOT.COM | Treadepot.com, LLC | Registration No. 2,430,496 (Registered 2/20/2001) |
| TREADDEPOT.COM | Treadepot.com, LLC | Registration No. 2,448,317 (Registered 5/1/2001) |

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.