

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest - Asset Based Loan		
SEQUENCE:	1		
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			
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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"), the issuing bank party thereto, 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.

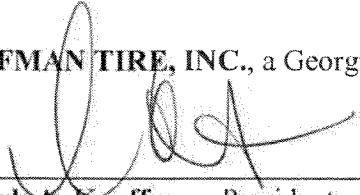
SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

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.

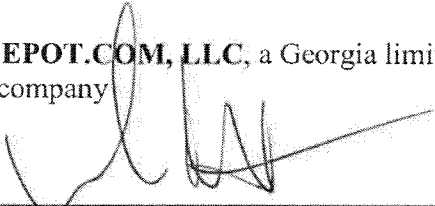
KAUFFMAN TIRE, INC., a Georgia corporation

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 (ABL)]

TRADEMARK
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Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: *Julia Fortner*
Name: *Julia Fortner*
Title: *Director*

[KAUFFMAN – Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 005815 FRAME: 0846

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.