

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426234

<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>
PFE LLC		05/04/2017	Limited Liability Company: NEVADA
Alloy Wheel Repair Specialists, LLC		05/04/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 North Wacker Drive, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<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>	5138260	THE NAVI	
<b>Registration Number:</b>	3232248	ALLOY WHEEL REPAIR SPECIALISTS	
<b>Registration Number:</b>	3122475	ALLOY WHEEL REPAIR SPECIALISTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	3125778518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson C/O Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca Dyson		
<b>SIGNATURE:</b>	/rebecca dyson/		
<b>DATE SIGNED:</b>	05/04/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4<sup>th</sup> day of May, 2017, by **PFE LLC**, a Nevada limited liability company and **ALLOY WHEEL REPAIR SPECIALISTS, LLC**, a Delaware limited liability company (each individual a "Grantor" and collectively, the "Grantors"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantors, one or more of their affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, Grantee shall, at the sole cost and expense of Grantors, execute all

documents, make all filings and take all actions reasonably requested by Grantors to evidence and record the release of the security interest in the Trademark Collateral granted herein.

**[Signature page follows]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**ALLOY WHEEL REPAIR SPECIALISTS, LLC**, a  
Delaware limited liability company

By

Name: Robert Wheeley

Title: Chief Executive Officer

**PFE LLC**, a Nevada limited liability company

By

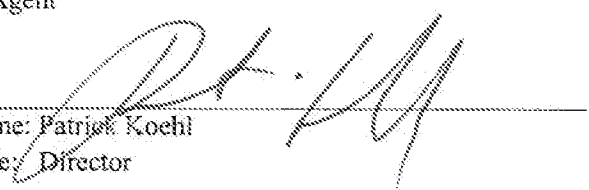
Name: Robert Wheeley

Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By \_\_\_\_\_  
Name: Patrick Koehl  
Title: Director

A handwritten signature in black ink, appearing to read 'Patrick Koehl', is written over a horizontal dotted line. The signature is stylized and cursive.

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/Applicant</b>
THE NAVI	86660473	6/12/15	5138260	2/7/17	PFE LLC
ALLOY WHEEL REPAIR SPECIALISTS	76661971	6/19/06	3232248	4/24/07	Alloy Wheel Repair Specialists, LLC
ALLOY WHEEL REPAIR SPECIALISTS	76640551	6/10/05	3122475	8/1/06	Alloy Wheel Repair Specialists, LLC

**TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
ALLOY WHEEL REPAIR SPECIALISTS	840280203	9/27/12