

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheel Pros, LLC		08/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AEA Mezzanine Fund III LP		
Street Address:	666 Fifth Ave., 36th Floor		
Internal Address:	c/o AEA Debt Management LP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87121103	ROCKSTAR III	
Serial Number:	87121155	ROCKSTAR 3	
Serial Number:	87223856	WHEEL PROS	
Serial Number:	87251042	ASANTI	
Serial Number:	86440150	M	
Serial Number:	86440121	M	
Serial Number:	85938783	ADVENTUS FORGED	
Serial Number:	86187614	AMERICAN RACING EQUIPMENT	
Serial Number:	86733656	CROSSHAIR	
Serial Number:	86833296	SKY'S NOT THE LIMIT IT'S JUST THE VIEW	
Serial Number:	86733660		
Serial Number:	86853911	XD KMC	
Serial Number:	86950602	XD KMC	
Serial Number:	87069388		
Serial Number:	87033400	ROCK YOUR OWN	
Serial Number:	87021428	MSA WHEELS	
Serial Number:	87141944	KINESIS	
Serial Number:	87033642	KMC ROCKSTAR	
TRADEMARK			

CH \$465.00 87121103

CORRESPONDENCE DATA**Fax Number:** 9175223141

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: (212) 735-8741**Email:** msegui@morrisoncohen.com**Correspondent Name:** Joshua Saidlower**Address Line 1:** 909 Third Avenue, 27th Floor**Address Line 2:** c/o Morrison Cohen LLP**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	018218-0278(JSaidlower)
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NAME OF SUBMITTER:	Joshua Saidlower
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SIGNATURE:	/Joshua Saidlower/
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DATE SIGNED:	09/01/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2017, is made by Wheel Pros, LLC, a Delaware limited liability company (the “Grantor”), in favor of AEA Mezzanine Fund III LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and each other Secured Party (each as defined in the Note Purchase Agreement).

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of June 30, 2014, by and among Wheel Pros, LLC, a Delaware limited liability company (the “Borrower”), Wheel Pros Holdings, Inc., a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders from time to time party thereto and the Agent (as the same has been and may be amended, restated, supplemented and/or otherwise modified from time to time, the “Note Purchase Agreement”), the Lenders have severally agreed to purchase Notes from the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of June 30, 2014, in favor of the Agent (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective purchases thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, 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 Grantor, hereby pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 of the Grantor, but excluding all Excluded Property, including any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

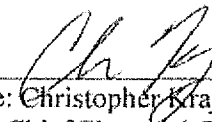
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law and Jurisdiction. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by Section 9.18 of the Note Purchase Agreement (Governing Law and Jurisdiction).

[SIGNATURE PAGES FOLLOW]

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

WHEEL PROS, LLC
as Grantor

By: 
Name: Christopher Krajacic
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

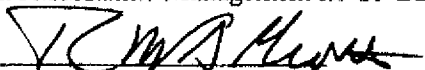
ACCEPTED AND AGREED
as of the date first above written:

AEA MEZZANINE FUND III LP,

as Collateral Agent

By: AEA Mezzanine Partners III LP, its general partner

By: AEA Mezzanine Management III GP LLC, its general partner

By: 
Name: THOMAS W. S. GROVES
Title: VICE PRESIDENT

[Signature Page to Wheel Pros, LLC Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Mark	Reg. No.	Ser. No.	Reg. Date
Wheel Pros, LLC	ROCKSTAR III	5180018	87121103	Registration Date: 4-11-2017
Wheel Pros, LLC	ROCKSTAR 3	5180020	87121155	Registration Date: 4-11-2017
Wheel Pros, LLC	WHEEL PROS	5222393	87223856	Registration Date: 6-13-2017
Wheel Pros, LLC	ASANTI	5218579	87251042	Registration Date: 6-6-2017
Wheel Pros, LLC	M	4847646	86440150	Registration Date: 11-3-2015
Wheel Pros, LLC	M	4847645	86440121	Registration Date: 11-3-2015
Wheel Pros, LLC	ADVENTUS FORGED	4863576	85938783	Registration Date: 12-1-2015
Wheel Pros, LLC	AMERICAN RACING EQUIPMENT	4893371	86187614	Registration Date: 1-26-2016
Wheel Pros, LLC	CROSSHAIR	5004986	86733656	Registration Date: 7-19-2016
Wheel Pros, LLC	SKY'S NOT THE LIMIT IT'S JUST THE VIEW	5002507	86833296	Registration Date: 7-19-2016
Wheel Pros, LLC	Logomark	5001689	86733660	Registration Date: 7-19-2016
Wheel Pros, LLC	XD KMC	5008028	86853911	Registration Date: 7-26-2016
Wheel Pros, LLC	XD KMC	5072714	86950602	Registration Date: 11-1-2016
Wheel Pros, LLC	Logomark	5073428	87069388	Registration Date: 11-1-2016
Wheel Pros, LLC	ROCK YOUR OWN	5073382	87033400	Registration Date: 11-1-2016

Wheel Pros, LLC	MSA WHEELS	5082282	87021428	Registration Date: 11-15-2016
Wheel Pros, LLC	KINESIS	556159	87141944	Registration Date: 3-7-2017
Wheel Pros, LLC	KMC ROCKSTAR	5230819	87033642	Registration Date: 6-27-2017

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