

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441870

<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>
American Force Wheels, Inc.		08/31/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AEA Mezzanine Fund III LP		
<b>Street Address:</b>	666 Fifth Ave., 36th Floor		
<b>Internal Address:</b>	c/o AEA Debt Management LP		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4447066	AMERICAN FORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9175223141		
<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>	(212) 735-8741		
<b>Email:</b>	msegui@morrisoncohen.com		
<b>Correspondent Name:</b>	Joshua Saidlower		
<b>Address Line 1:</b>	909 Third Avenue, 27th Floor		
<b>Address Line 2:</b>	c/o Morrison Cohen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	018218-0278(JSaidlower)		
<b>NAME OF SUBMITTER:</b>	Joshua Saidlower		
<b>SIGNATURE:</b>	/Joshua Saidlower/		
<b>DATE SIGNED:</b>	09/05/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2017, is made by American Force Wheels, Inc, a Florida corporation (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;

WHEREAS, each Guarantor has agreed, pursuant 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”), to guarantee the Obligations (as defined in the Note Purchase Agreement); and

WHEREAS, the Grantor is a party to 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 I 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.

AMERICAN FORCE WHEELS, INC  
as Grantor

By:   
Name: Christopher Krajacic  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006146 FRAME: 0953**

ACCEPTED AND AGREED  
as of the date first above written:

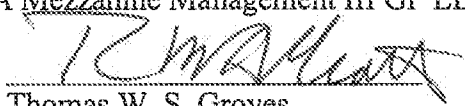
AEA MEZZANINE FUND III LP,

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 TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006146 FRAME: 0954

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Reg. No./ Reg. Date	Status
AMERICAN FORCE	4447066 10-DEC-2013	Registered

2. TRADEMARK APPLICATIONS – None