

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442023

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:	CIT FINANCE LLC, AS AGENT		
Street Address:	1 CIT DRIVE		
City:	LIVINGSTON		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5180018	ROCKSTAR III	
Registration Number:	5180020	ROCKSTAR 3	
Registration Number:	5222393	WHEEL PROS	
Registration Number:	5218579	ASANTI	
Registration Number:	4847646	M	
Registration Number:	4847645	M	
Registration Number:	4863576	ADVENTUS FORGED	
Registration Number:	4893371	AMERICAN RACING EQUIPMENT	
Registration Number:	5004986	CROSSHAIR	
Registration Number:	5002507	SKY'S NOT THE LIMIT IT'S JUST THE VIEW	
Registration Number:	5001689		
Registration Number:	5008028	XD KMC	
Registration Number:	5072714	XD KMC	
Registration Number:	5073428		
Registration Number:	5073382	ROCK YOUR OWN	
Registration Number:	5082282	MSA WHEELS	
Registration Number:	5230819	KMC ROCKSTAR	
Serial Number:	87141944	KINESIS	

CH \$465.00 5180018

CORRESPONDENCE DATA**Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 18965-30450**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 09/05/2017**Total Attachments: 7**

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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 CIT Finance LLC ("CIT"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (including by the First Amendment to Credit Agreement dated as of October 22, 2015, the Second Amendment to Credit Agreement dated as of November 13, 2015, the Waiver and Third Amendment to Credit Agreement dated as of April 29, 2016, and the Fourth Amendment to Credit Agreement dated as of August 31, 2017, the "Credit Agreement"), by and among Wheel Pros Holdings, Inc., a Delaware corporation ("Holdings"), as Initial Borrower, Wheel Pros, LLC, a Delaware limited liability company (together with Holdings, the "Borrower"), as Assuming Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and CIT, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Guaranty and Security Agreement of even date with Credit Agreement 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 and the L/C Issuers to make available their respective extensions of credit to the Borrower 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 Credit 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) and cash collateralization of Letters of Credit. 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.

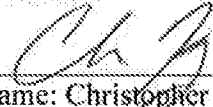
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

WHEEL PROS, LLC
as Grantor

By: 
Name: Christopher Krajacic
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CIT FINANCE LLC
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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.

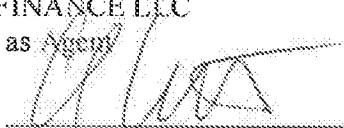
Very truly yours,

WHEEL PROS, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CIT FINANCE LLC
as Agent

By: 
Name: Andrew Crist
Title: Its Duly Authorized Signatory

[Signature Page to 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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