

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mavis Southeast LLC		01/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3849962	SERVICE ADVANTAGE PREVENTATIVE AUTO CARE	
Registration Number:	4917010	KAUFFMAN TIRE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	19137-4		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	01/08/2018		
Total Attachments: 5			
source=Mavis - 1L Trademark Security Agreement (Incremental) Executed 1.8.18#page1.tif			
source=Mavis - 1L Trademark Security Agreement (Incremental) Executed 1.8.18#page2.tif			

CH \$65.00 3849962

source=Mavis - 1L Trademark Security Agreement (Incremental) Executed 1.8.18#page3.tif

source=Mavis - 1L Trademark Security Agreement (Incremental) Executed 1.8.18#page4.tif

source=Mavis - 1L Trademark Security Agreement (Incremental) Executed 1.8.18#page5.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 8, 2018, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Ares Capital Corporation ("Ares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amendment No. 1 to Amended and Restated First Lien Credit Agreement, dated as of January 8, 2018 (the "First Lien Amendment No. 1"), which amends that certain Amended and Restated First Lien Credit Agreement, dated as of August 5, 2015 (as amended, the "Credit Agreement"), by and among Mavis Tire Supply LLC (the "Borrower"), Mavis Tire Holdings LLC, a Delaware limited liability company ("Holdings"), the other Persons party thereto as Guarantors, Antares Capital LP, as Revolver Agent for itself and the Revolving Lenders, Antares Holdings LP, as a Lender, Swingline Lender and L/C Issuer, Ares Capital Corporation, as the Administrative Agent for the several financial institutions from time to time party thereto (each, a "Lender" and collectively, the "Lenders"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the First Lien Guaranty and Security Agreement, dated as of October 31, 2014, (as supplemented by that certain First Lien Joinder Agreement, dated as of August 5, 2015, as further supplemented by that certain First Lien Joinder Agreement, dated as of January 5, 2018 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the First Lien Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the First Lien Amendment No. 1 and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

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 such Grantor, hereby mortgages and pledges 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 of such Grantor (the "Trademark Collateral"):

- a) all of its United States Trademarks (other than Trademarks that constitute Excluded Property), including, without limitation, the United States Trademarks 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, such Trademarks; 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.

3. Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

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.

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 New York.

[SIGNATURE PAGES FOLLOW]

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

MAVIS SOUTHEAST LLC,
as Grantor

By: 

Name: Victor S. Sorbaro


Title: Co-Chief Executive Officer and President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006245 FRAME: 0029

ACKNOWLEDGED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By: 
Name: MICHAEL D. WEINER
Title: AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Grantor	Record Owner	Trademark	Filing Date	Reg. No.	Serial No.	Registration Date
Mavis Southeast LLC	Mavis Southeast LLC	Service Advantage	February 15, 2010	3,849,962	77/935,857	September 21, 2010
Mavis Southeast LLC	Mavis Southeast LLC	Kauffman Tire	December 15, 2014	4,917,010	86/481,018	March 15, 2016