

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462982

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KeyBank National Association | | 06/30/2014 | National Banking Association: |
| RECEIVING PARTY DATA | | | |
| Name: | Wheel Pros, LLC | | |
| Street Address: | 5347 South Valentia Way | | |
| City: | Greenwood Village | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80111 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85517157 | FUELED BY INNOVATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 6124927216 | | |
| Email: | mbowman@fredlaw.com | | |
| Correspondent Name: | Megan A. Bowman | | |
| Address Line 1: | 200 South Sixth Street | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Megan A. Bowman | | |
| SIGNATURE: | /Megan A. Bowman/ | | |
| DATE SIGNED: | 02/22/2018 | | |
| Total Attachments: 4 | | | |
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2014 ("Release"), is made by KeyBank National Association, as Administrative Agent ("Administrative Agent") in favor of Wheel Pros, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of August 5, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of August 5, 2011 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on December 14, 2012 at Reel 4919 Frame 0491.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

KeyBank National Association, as Administrative Agent

By: [Signature]
Name: Byron R. Stone
Title: SENIOR V.P. & SVP

Schedule A

Wheel Pros, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|-------------------|----------|-----------|
| DIME | 4202537 | 09/04/12 |
| ESTRELLA | 4202538 | 09/04/12 |
| SALT FLAT SPECIAL | 4202536 | 09/04/12 |

Trademark Applications

| Mark | Appl. No. | Filing Date |
|-------------------------|-----------|-------------|
| ATX X and Design | 85727542 | 09/12/12 |
| A BEER WORTH RACING FOR | 85769647 | 11/01/12 |
| DIESEL | 85585694 | 03/31/12 |
| FUELED BY INNOVATION | 85517152 | 01/16/12 |
| FUELED BY INNOVATION | 85517157 | 01/16/12 |
| FUELED BY INNOVATION | 85517133 | 01/16/12 |
| ANSEN | 85571629 | 03/16/12 |
| Q T | 85715267 | 08/28/12 |
| REBEL | 85591549 | 04/06/12 |

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