

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SONSIO, LLC		08/24/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 S. DEARBORN ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4271307	SONSIO	
Registration Number:	4216571	SONSIO	
Registration Number:	4278704	MYTIREEXPERT	
Registration Number:	4278703	MYAUTOEXPERT	
Registration Number:	4272116	GRIP	
Registration Number:	4272119	DEFEND	
Registration Number:	4341243	MYAUTOEXPERT	
Registration Number:	4374871	TOYOURRESCUE	
Registration Number:	4340208	COMPLETE ROAD HAZARD	
Registration Number:	4544436	MY CARSULTANT	
Registration Number:	4494967	REPAIR GUARD	
Serial Number:	87933556	HERO TIRE & WHEEL PROTECTION	
Serial Number:	87933498	REV	
Serial Number:	87933513	TIRE & WHEEL SHIELD	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			

CH \$365.00 4271307

Phone: (212) 455-3222
Email: ksolomon@stblaw.com
Correspondent Name: ALEXANDER RAYTMAN, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1888

NAME OF SUBMITTER: ALEXANDER RAYTMAN

SIGNATURE: /AR/

DATE SIGNED: 08/28/2018

Total Attachments: 6

source=Dealer Tire_Soniso Joinders - IP Security Agreement Supplement#page1.tif

source=Dealer Tire_Soniso Joinders - IP Security Agreement Supplement#page2.tif

source=Dealer Tire_Soniso Joinders - IP Security Agreement Supplement#page3.tif

source=Dealer Tire_Soniso Joinders - IP Security Agreement Supplement#page4.tif

source=Dealer Tire_Soniso Joinders - IP Security Agreement Supplement#page5.tif

source=Dealer Tire_Soniso Joinders - IP Security Agreement Supplement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of August 24, 2018 (this "IP Security Agreement Supplement"), by Sonsio, LLC (the "Grantor") in favor of JPMorgan Chase Bank, N.A. ("JPM"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 22, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 22, 2014 (as amended by that certain First Amendment, dated as of October 27, 2016, that certain Second Amendment, dated as of December 14, 2017 and that certain Third Amendment, dated as of May 30, 2018, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Dealer Tire Holdings, LLC, a Delaware limited liability company, as Holdings, Dealer Tire, LLC, a Delaware limited liability company, as the Borrower, the Lenders from time to time party thereto, JPM, in its capacities as a swingline lender, an issuing bank and as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Borrower and the Collateral Agent have entered into that certain Intellectual Property Security Agreement, dated as of December 22, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "IP Security Agreement"). Under the terms of the Security Agreement, the Borrower and the other grantors party thereto have granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Intellectual Property Collateral described therein. Further, the Grantor has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the the Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

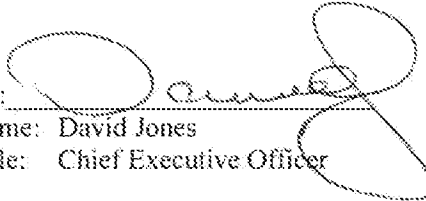
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

SONSIO, LLC

By: 
Name: David Jones
Title: Chief Executive Officer

[Signature Page to IP Security Agreement Supplement]

TRADEMARK
REEL: 006423 FRAME: 0660

SCHEDULE I

TRADEMARKS

REGISTRANT	REGISTRATION NO.	REGISTRATION DATE	MARK
Sonsio, LLC	4,271,307	1/8/2013	SONSIO
Sonsio, LLC	4,216,571	10/2/2012	Sonsio Logo
Sonsio, LLC	4,278,704	1/22/2013	MY TIRE EXPERT
Sonsio, LLC	4,278,703	1/22/2013	MY AUTO EXPERT
Sonsio, LLC	4,272,116	1/8/2013	GRIP
Sonsio, LLC	4,272,119	1/8/2013	DEFEND
Sonsio, LLC	4,341,243	5/28/2013	MY AUTO EXPERT
Sonsio, LLC	4,374,871	7/30/2013	TOYOURRESCUE
Sonsio, LLC	4,340,208	5/21/2013	COMPLETE ROAD HAZARD
Sonsio, LLC	4,544,436	6/3/2014	MY CARSULTANT
Sonsio, LLC	4,494,967	3/11/2014	REPAIR GUARD

TRADEMARK APPLICATIONS

REGISTRANT	APPLICATION NO.	APPLICATION DATE	MARK
Sonsio, LLC	87933556	5/23/2018	Hero Tire & Wheel Protection
Sonsio, LLC	87933498	5/23/2018	REV
Sonsio, LLC	87933513	5/23/2018	Tire & Wheel Shield

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.