

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502719

<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>
Sonsio, LLC		12/14/2018	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4216571	SONSIO	
<b>Registration Number:</b>	4271307	SONSIO	
<b>Registration Number:</b>	4272116	GRIP	
<b>Registration Number:</b>	4272119	DEFEND	
<b>Registration Number:</b>	4278703	MYAUTOEXPERT	
<b>Registration Number:</b>	4278704	MYTIREEXPERT	
<b>Registration Number:</b>	4340208	COMPLETE ROAD HAZARD	
<b>Registration Number:</b>	4341243	MYAUTOEXPERT	
<b>Registration Number:</b>	4374871	TOYOURRESCUE	
<b>Registration Number:</b>	4494967	REPAIR GUARD	
<b>Registration Number:</b>	4544436	MY CARSULTANT	
<b>Serial Number:</b>	87933498	REV	
<b>Serial Number:</b>	87933513	TIRE & WHEEL SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			

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**Phone:** 2124553605  
**Email:** jmull@stblaw.com  
**Correspondent Name:** Genevieve Dorment  
**Address Line 1:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/2179

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 12/19/2018

**Total Attachments: 5**

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SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of December 14, 2018 (this "Agreement"), is made by Sonsio, LLC, a Colorado limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among DT Intermediate, LLC, a Delaware limited liability company (immediately following consummation of the Holdings Assumption on the Closing Date, "Holdings"), BCPE DT MERGER SUB 2, LLC, a Delaware limited liability company ("Merger Sub" or the "Initial Borrower"), DEALER TIRE, LLC, a Delaware limited liability company ("Dealer Tire", and immediately following consummation of the Borrower Assumption on the Closing Date, the "Effective Date Borrower"), the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Initial Borrower, the Effective Date Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of December [●], 2018 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 all Intellectual Property, including the Trademarks that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral 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 property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, but excluding the Excluded Property.

(i) Trademarks, including the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all rights, priorities and privileges related thereto, and (iii) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any "intent to

use” Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such “intent to use” Trademark application or any registration issuing therefrom under federal law.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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 parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

SONSIO, LLC,  
as Grantor

By:   
Name: David Jones  
Title: Chief Executive Officer

[Grant of Security Interest in Trademarks]

JPMORGAN CHASE BANK, N.A.,  
as the Collateral Agent

By: \_\_\_\_\_  
Name: *Frank P. Long*  
Title: *Gen. Counsel*

[Grant of Security Interest in Trademark]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

**Trademark Registrations:**

<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner (USPTO)</b>
SONSIO	4,216,571	85408421	SONSIO, LLC
SONSIO	4,271,307	85614410	SONSIO, LLC
GRIP	4,272,116	85632784	SONSIO, LLC
DEFEND	4,272,119	85632794	SONSIO, LLC
MYAUTOEXPERT	4,278,703	85614305	SONSIO, LLC
MYTIREEXPERT	4,278,704	85614376	SONSIO, LLC
COMPLETE ROAD HAZARD	4,340,208	85686538	SONSIO, LLC
MYAUTOEXPERT	4,341,243	85638477	SONSIO, LLC
TOYOURRESCUE	4,374,871	85686507	SONSIO, LLC
REPAIR GUARD	4,494,967	86045445	SONSIO, LLC
MY CARSULTANT	4,544,436	85825624	SONSIO, LLC

**Trademark Applications:**

<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner (USPTO)</b>
REV	N/A	87933498	SONSIO, LLC
TIRE & WHEEL SHIELD	N/A	87933513	SONSIO, LLC