

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502987

<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>
Dealer Tire, LLC		12/14/2018	Limited Liability Company: DELAWARE
<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: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2668011	DEALER TIRE	
<b>Registration Number:</b>	3081809	POINTS PLUS	
<b>Registration Number:</b>	3093482	DEALERTIRE.COM	
<b>Registration Number:</b>	3094908	TIRE OPPORTUNITY BUSINESS PLAN	
<b>Registration Number:</b>	3128731	POINTS PLUS	
<b>Registration Number:</b>	3463360	TIRECAST	
<b>Registration Number:</b>	3607282	DYNAMIC RETAIL SELLING GUIDE	
<b>Registration Number:</b>	4117159	DRIVE REWARD\$	
<b>Registration Number:</b>	4317274	OUR REPUTATION KEEPS YOU ROLLING	
<b>Registration Number:</b>	4433595	THE RIGHT LANE	
<b>Registration Number:</b>	4433633	TIRECOACH	
<b>Registration Number:</b>	4482690	RIGHTTURN	
<b>Registration Number:</b>	4486449	RIGHTTURN	
<b>Registration Number:</b>	4565449		
<b>Registration Number:</b>	4881812		
<b>Registration Number:</b>	4881813	RIGHTTURN	
<b>Registration Number:</b>	5046183	TIRE SIDE CHAT	
<b>Registration Number:</b>	5232771	THE SMARTEST WAY TO BUY TIRES	
<b>TRADEMARK</b>			

CH \$565.00 2668011

Property Type	Number	Word Mark
Registration Number:	5403649	SERVICEPERKS
Registration Number:	5498934	SERVICEPERKS
Registration Number:	2506786	DISCOVER THE POWER OF A LOYAL CUSTOMER
Registration Number:	4886155	RIGHTTURN

**CORRESPONDENCE DATA**

Fax Number: 2124552502  
*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: 2124553605  
Email: jnull@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:	12/20/2018

**Total Attachments: 6**  
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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 Dealer Tire, LLC, a Delaware 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 14, 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.

DEALER TIRE, LLC,  
as Grantor

By:

  
Name: Steven Raguz  
Title: Chief Financial Officer

[Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006560 FRAME: 0913**

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:

Trademark	Reg. #	Appl. #	Owner (USPTO)
DEALER TIRE	2,668,011	76193791	DEALER TIRE, LLC
POINTS PLUS	3,081,809	78476583	Dealer Tire, LLC
DEALERTIRE.COM	3,093,482	76005369	DEALER TIRE, LLC
TIRE OPPORTUNITY BUSINESS PLAN	3,094,908	78354387	Dealer Tire, LLC
POINTS PLUS	3,128,731	78476619	Dealer Tire, LLC
TIRECAST	3,463,360	77116393	Dealer Tire, LLC
DYNAMIC RETAIL SELLING GUIDE	3,607,282	77420204	Dealer Tire, LLC
DRIVE REWARDS	4,117,159	85235297	Dealer Tire, LLC
OUR REPUTATION KEEPS YOU ROLLING	4,317,274	85769308	Dealer Tire, LLC
THE RIGHT LANE	4,433,595	85689069	Dealer Tire, LLC
TIRECOACH	4,433,633	85703298	Dealer Tire, LLC
RIGHTTURN	4,482,690	85980790	Dealer Tire, LLC

RIGHTTURN	4,486,449	85980792	Dealer Tire, LLC
[Design Only]	4,565,449	85980791	Dealer Tire, LLC
[Design Only]	4,881,812	85527446	Dealer Tire, LLC
RIGHTTURN	4,881,813	85527449	Dealer Tire, LLC
RIGHTTURN	4,886,155	85473844	Dealer Tire, LLC
TIRE SIDE CHAT	5,046,183	86464067	Dealer Tire, LLC
THE SMARTEST WAY TO BUY TIRES	5,232,771	85698610	Dealer Tire, LLC
SERVICEPERKS	5,403,649	87386402	Dealer Tire, LLC
SERVICEPERKS	5,498,934	87386408	Dealer Tire, LLC
DISCOVER THE POWER OF A LOYAL CUSTOMER	2,506,786	76193788	DEALER TIRE, LLC DBA Dealer Tire