

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of First Lien Security Interest in United States Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amcor Industries, Inc.		07/13/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	87478555	MY GORILLA GRAPHICS
Registration Number:	1483315	GORILLA
Registration Number:	3381925	G
Registration Number:	3674934	GORILLA AXLE
Registration Number:	3566327	GORILLA GUARD
Registration Number:	1706562	THE GORILLA GRIP
Registration Number:	1988115	
Registration Number:	1863649	GORILLA
Registration Number:	1863650	GORILLA
Registration Number:	1914798	GORILLA
Registration Number:	3542492	
Registration Number:	3582128	TEAM GORILLA
Registration Number:	3657209	GORILLA GUARD
Registration Number:	3786673	GORILLA-LIFT
Registration Number:	4041738	BECAUSE IT'S A JUNGLE OUT THERE
Registration Number:	4390808	GORILLA
Registration Number:	4786520	GORILLA X2 WHEEL LOCKS
Registration Number:	5330471	MY GORILLA GRAPHICS

OP \$465.00 87478555

CORRESPONDENCE DATA**Fax Number:** 2138918763*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.***Email:** rhonda.deleon@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 355 South Grand Avenue**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560**ATTORNEY DOCKET NUMBER:** 057121-0288**NAME OF SUBMITTER:** Rhonda DeLeon**SIGNATURE:** /Rhonda DeLeon/**DATE SIGNED:** 05/10/2019**Total Attachments: 6**

source=Wheel Pros - Amcor Joinder - First Lien Trademark Security Agreement#page1.tif

source=Wheel Pros - Amcor Joinder - First Lien Trademark Security Agreement#page2.tif

source=Wheel Pros - Amcor Joinder - First Lien Trademark Security Agreement#page3.tif

source=Wheel Pros - Amcor Joinder - First Lien Trademark Security Agreement#page4.tif

source=Wheel Pros - Amcor Joinder - First Lien Trademark Security Agreement#page5.tif

source=Wheel Pros - Amcor Joinder - First Lien Trademark Security Agreement#page6.tif

GRANT OF FIRST LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

July 13, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMCOR INDUSTRIES, INC., a California corporation (the “Grantor”) hereby grants to ANTARES CAPITAL LP, with offices at 500 West Monroe Street, Chicago, Illinois 60661 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof.

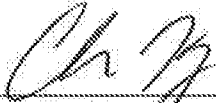
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the First Lien Security Agreement by, among Grantee, WHEEL PROS INTERMEDIATE, INC., a Delaware corporation, as a Guarantor, and the other Grantors (as such term is defined therein) party thereto, dated as of April 4, 2018 (as amended by the Joinder Agreement to the First Lien Security Agreement, dated as of the date hereof, by and between Grantor and Grantee, and as further amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first above written.

GRANTOR:

AMCOR INDUSTRIES, INC.

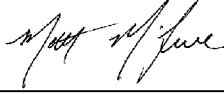
By:  _____

Name: Christopher Krajacic

Title: Chief Financial Officer and Vice
President

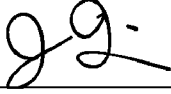
GRANTEE:

ANTARES CAPITAL LP

By:  _____

Name: Matt Mclure

Title: Duly Authorized Signatory

By:  _____

Name: Jason Quinn

Title: Duly Authorized Signatory

SCHEDULE A

<u>Registered Owner/Applicant</u>	<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AMCOR INDUSTRIES, INC.	MY GORILLA GRAPHICS	USA	87478555	7/7/2017		
AMCOR INDUSTRIES, INC.	GORILLA	USA			1483315	4/5/1988
AMCOR INDUSTRIES, INC.	G	USA			3381925	2/12/2008
AMCOR INDUSTRIES, INC.	GORILLA AXLE	USA			3674934	9/1/2009
AMCOR INDUSTRIES, INC.	GORILLA GUARD	USA			3566327	1/27/2009
AMCOR INDUSTRIES, INC.	THE GORILLA GRIP	USA			1,706,562	8/11/1992
AMCOR INDUSTRIES, INC.	Gorilla Design	USA			1,988,115	7/23/1996
AMCOR INDUSTRIES, INC.	GORILLA (Stylized)	USA			1,863,649	11/22/1994
AMCOR INDUSTRIES, INC.	GORILLA (Stylized and Gorilla Design)	USA			1,863,650	11/22/1994
AMCOR INDUSTRIES, INC.	GORILLA (Stylized)	USA			1,914,798	8/29/1995
AMCOR INDUSTRIES, INC.	Gorilla Design (Gorilla Axle Design)	USA			3,542,492	12/9/2008
AMCOR INDUSTRIES, INC.	TEAM GORILLA	USA			3,582,128	3/3/2009
AMCOR INDUSTRIES, INC.	GORILLA GUARD	USA			3,657,209	7/21/2009
AMCOR INDUSTRIES, INC.	GORILLA LIFT	USA			3,786,673	5/11/2010
AMCOR INDUSTRIES, INC.	BECAUSE IT'S A JUNGLE OUT THERE	USA			4,041,738	10/18/2011

<u>Registered Owner/Applicant</u>	<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AMCOR INDUSTRIES, INC.	GORILLA	USA			4,390,808	8/27/2013
AMCOR INDUSTRIES, INC.	GORILLA X2 WHEEL LOCKS	USA			4,786,520	8/4/2015
AMCOR INDUSTRIES, INC.	MY GORILLA GRAPHICS (With Stylized Gorilla Logo)	USA	86931076	3/7/2016	5330471	11/7/2017
AMCOR INDUSTRIES, INC.	GORILLA SKIN	USA	86953907	3/25/2016		
AMCOR INDUSTRIES, INC.	GORILLA-LIFT	USA	86953915	3/25/2016		
AMCOR INDUSTRIES, INC.	GORILLA	USA (CA)			94988	10/19/1991
AMCOR INDUSTRIES, INC.	GORILLA GRIP	USA (CA)			114546	6/21/2011
AMCOR INDUSTRIES, INC.	GRIP	USA (CA)			94987	10/18/1991
AMCOR INDUSTRIES, INC.	GORILLA (Stylized and Design)	Australia			1311537	7/23/2009
AMCOR INDUSTRIES, INC.	Gorilla Design	Canada			TMA 775,960	8/31/2010
AMCOR INDUSTRIES, INC.	GORILLA-LIFT	Canada			TMA 815,309	1/11/2012
AMCOR INDUSTRIES, INC.	GORILLA	Canada			TMA 815,236	1/10/2012
AMCOR INDUSTRIES, INC.	GORILLA	EU			008427213	3/16/2010
AMCOR INDUSTRIES, INC.	GORILLA	Mexico			503395	
AMCOR INDUSTRIES, INC.	GORILLA (and Design)	Mexico			506233	

<u>Registered Owner/Applicant</u>	<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AMCOR INDUSTRIES, INC.	GORILLA SKIN	Canada	1777372	4/14/2016		
AMCOR INDUSTRIES, INC.	GORILLA- LIFT	Canada	1777379	4/14/2016		