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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM523182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest in United States Trademarks
SEQUENCE:	2

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

Serial Number: 874789 Registration Number: 14833 Registration Number: 338199 Registration Number: 367499 Registration Number: 356639 Registration Number: 170659 Registration Number: 19881	15 GC 25 G 34 GC 27 GC 62 TH	ORILLA GRAPHICS ORILLA ORILLA ORILLA AXLE ORILLA GUARD
Registration Number: 338193 Registration Number: 367493 Registration Number: 356633 Registration Number: 170650 Registration Number: 19881	25 G 34 GG 27 GG 62 TH	ORILLA AXLE
Registration Number: 367493 Registration Number: 356633 Registration Number: 170650 Registration Number: 19881	34 GC 27 GC 62 TH	ORILLA AXLE
Registration Number: 356633 Registration Number: 170656 Registration Number: 19881	27 GG 62 TH	
Registration Number: 170650 Registration Number: 19881	62 TH	ORILLA GUARD
Registration Number: 19881		
	4.5	HE GORILLA GRIP
Designation Number 10000	15	
Registration Number: 18636	49 G0	ORILLA
Registration Number: 18636	50 GC	ORILLA
Registration Number: 191479	98 G0	ORILLA
Registration Number: 35424	92	
Registration Number: 358212	28 TE	EAM GORILLA
Registration Number: 36572	09 G0	ORILLA GUARD
Registration Number: 37866	73 G0	ORILLA-LIFT
Registration Number: 404173	38 BE	ECAUSE IT'S A JUNGLE OUT THERE
Registration Number: 43908	08 G0	ORILLA
Registration Number: 47865	20 GC	ORILLA X2 WHEEL LOCKS
Registration Number: 53304	71 M`	Y GORILLA GRAPHICS

TRADEMARK REEL: 006643 FRAME: 0360

900498215

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.comCorrespondent Name:Latham & Watkins LLPAddress 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:	05/11/2019

Total Attachments: 6

source=Wheel Pros - Amcor Joinder - Second Lien Trademark Security Agreement#page1.tif source=Wheel Pros - Amcor Joinder - Second Lien Trademark Security Agreement#page2.tif source=Wheel Pros - Amcor Joinder - Second Lien Trademark Security Agreement#page3.tif source=Wheel Pros - Amcor Joinder - Second Lien Trademark Security Agreement#page4.tif source=Wheel Pros - Amcor Joinder - Second Lien Trademark Security Agreement#page5.tif source=Wheel Pros - Amcor Joinder - Second Lien Trademark Security Agreement#page6.tif

EXECUTION VERSION

GRANT OF SECOND 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. (the "Grantor"), hereby grant 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 Second 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 Second 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]

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

GRANTOR:

AMCOR INDUSTRIES, INC.

By: ____

Name: Christopher Krajacia

Title: Chief Financial Officer and Vice

President

GRANTEE:

ANTARES CAPITAL LP

By: / // Name: Matt Mclure

Title: Duly Authorized Signatory

By: Jason Quinn

Title: Duly Authorized Signatory

SCHEDULE A

Registered Owner/Applicant	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
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

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Registered Owner/Applicant	<u>Mark</u>	Country	App. No.	App. Date	Reg. No.	Reg. Date
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	

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

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RECORDED: 05/11/2019