

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Force Wheels, Inc.		05/15/2019	Corporation:

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: 1

Property Type	Number	Word Mark
Registration Number:	5595913	AMERICAN FORCE

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner

Address Line 1: Latham & Watkins LLP

Address Line 2: 330 North Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0395
NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	05/15/2019

Total Attachments: 4

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GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

May 15, 2019

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMERICAN FORCE WHEELS, INC., a Florida corporation (“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 Grantor’s right, title and interest in, to and under 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 each applicable Grantor, as such term is defined in the Second Lien Security Agreement by and 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 each 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 have executed this Grant as of the date first above written.

GRANTOR:

AMERICAN FORCE WHEELS, INC

By:  _____

Name: Christopher Krajacic

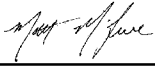
Title: Vice President and Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006645 FRAME: 0449

GRANTEE:

ANTARES CAPITAL LP

By:  _____

Name: Matt McLure

Title: Its Duly Authorized Signatory

SCHEDULE A

Owner	Country	Trademark	Appl. No.	Reg. No.
American Force Wheels, Inc.	United States of America	AMERICAN FORCE	86469745	5595913