

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mobile Hi-Tech Wheels		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: 21

Property Type	Number	Word Mark
Registration Number:	2969919	DAVIN
Registration Number:	2615143	DAVIN
Registration Number:	2729438	DUB
Registration Number:	5532573	DUB.1ONE
Registration Number:	2737029	DUBS
Registration Number:	5401312	F
Registration Number:	3628355	FUEL
Registration Number:	4183871	FUEL
Registration Number:	4172143	FUEL OFF-ROAD
Registration Number:	5544765	FUEL OFF-ROAD
Registration Number:	4679722	FUEL OFF-ROAD RACING
Registration Number:	4937163	FUEL RACING
Registration Number:	4679723	FUEL RACING
Registration Number:	1801513	MHT
Registration Number:	3858171	MONOTEC
Registration Number:	2003316	NICHE
Registration Number:	4640658	NICHE ROAD WHEELS
Registration Number:	4592428	ROTIFORM

OP \$540.00 2969919

Property Type	Number	Word Mark
Registration Number:	4035728	U.S.
Registration Number:	5612646	U.S. MAGS
Registration Number:	4035727	U.S. MAGS

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
source=EXECUTED - MHT Joinder - 2L - Trademark Security Agreement (May-15-19)_(61734904_1)#page1.tif
source=EXECUTED - MHT Joinder - 2L - Trademark Security Agreement (May-15-19)_(61734904_1)#page2.tif
source=EXECUTED - MHT Joinder - 2L - Trademark Security Agreement (May-15-19)_(61734904_1)#page3.tif
source=EXECUTED - MHT Joinder - 2L - Trademark Security Agreement (May-15-19)_(61734904_1)#page4.tif

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, MOBILE HI-TECH WHEELS, a California 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.

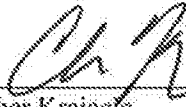
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of each applicable Grantor, as such term is defined in the Second Lien Security Agreement by and among Grantee, WHEEL PROS INTERMEDIATE, INC., a Delaware corporation, as a Guarantor, and the other Grantors (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:

MOBILE HI-TECH WHEELS

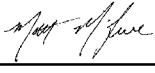
By: 
Name: Christopher Krajacic
Title: Vice President and Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006645 FRAME: 0484

GRANTEE:

ANTARES CAPITAL LP

By:  _____

Name: Matt McLure

Title: Its Duly Authorized Signatory

SCHEDULE A

Owner	Country	Trademark	Appl. No.	Reg. No.
Mobile Hi-Tech Wheels	United States of America	DAVIN	78/288015	2969919
Mobile Hi-Tech Wheels	United States of America	DAVIN (stylized)	76/328394	2615143
Mobile Hi-Tech Wheels	United States of America	DUB	75/641491	2729438
Mobile Hi-Tech Wheels	United States of America	DUB. IONE	85/209469	5532573
Mobile Hi-Tech Wheels	United States of America	DUBS	75/641493	2737029
Mobile Hi Tech Wheels	United States of America	F (Stylized)	87/540636	5401312
Mobile Hi-Tech Wheels	United States of America	FUEL	77/437823	3628355
Mobile Hi-Tech Wheels	United States of America	FUEL	85/156324	4183871
Mobile Hi-Tech Wheels	United States of America	FUEL OFF-ROAD	85/003342	4172143
Mobile Hi-Tech Wheels	United States of America	FUEL OFF-ROAD	87/750338	5544765
Mobile Hi-Tech Wheels	United States of America	FUEL OFF-ROAD RACING	86/097056	4679722
Mobile Hi-Tech Wheels	United States of America	FUEL RACING	86/097072	4937163
Mobile Hi-Tech Wheels	United States of America	FUEL RACING	86/097067	4679723
Mobile Hi-Tech Wheels	United States of America	MHT	74/307103	1801513
Mobile Hi-Tech Wheels	United States of America	MONOTEC	77/858345	3858171
Mobile Hi-Tech Wheels	United States of America	NICHE (stylized)	75/049073	2003316
Mobile Hi-Tech Wheels	United States of America	NICHE ROAD WHEELS	86/243283	4640658
Mobile Hi-Tech Wheels	United States of America	rotiform	86/164001	4592428
Mobile Hi-Tech Wheels	United States of America	U.S. and Design	77/952006	4035728
Mobile Hi-Tech Wheels	United States of America	U.S. MAGS (Stylized) and design	87/365437	5612646
Mobile Hi-Tech Wheels	United States of America	U.S. MAGS and Design	77/951997	4035727