

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Tire Rack, Inc.		02/28/2020	Corporation:
Tire Rack Holdings, Inc.,		02/28/2020	Corporation:
TR Wholesale Solutions LLC		02/28/2020	Limited Liability Company:
ASAP Tire Acquisition, LLC		02/28/2020	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	1900 East Ninth Street
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Banking Association: OHIO

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5750342	ASAP TIRE
Registration Number:	2083058	UPDATE
Registration Number:	5252534	
Registration Number:	5252530	TR WHOLESALE SOLUTIONS
Registration Number:	1880524	MODA
Registration Number:	1414570	THE TIRE RACK
Registration Number:	2102612	INSIDE TRACK
Registration Number:	3518008	REVOLUTIONIZING TIRE BUYING SINCE 1979
Registration Number:	2216681	TR MOTORSPORTS
Registration Number:	3610607	SPORT MUSCLE
Registration Number:	2244422	THE WHEEL RACK
Registration Number:	3757605	TIRE RACK
Registration Number:	3761241	TIRE RACK
Registration Number:	3952467	TIRE RACK WHOLESALE
Registration Number:	2653843	ONLINE PERFORMANCE SOURCE
Registration Number:	2668746	PERFORMANCE TIRE AND WHEEL SPECIALISTS

OP \$590.00 5750342

Property Type	Number	Word Mark
Registration Number:	2789238	UPGRADE GARAGE
Registration Number:	2812285	THE TIRE RACK
Registration Number:	2849747	KAZERA
Registration Number:	4956381	FIND DELIVER INSTALL
Registration Number:	5121073	FIND DELIVER INSTALL SMARTER
Registration Number:	3327758	G GRANITE ALLOY
Serial Number:	88514713	TIRE RACK MOBILE INSTALLATION

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2164798452  
**Email:** theresa.rakocy@squirepb.com  
**Correspondent Name:** Theresa Rakocy  
**Address Line 1:** 127 Public Square  
**Address Line 2:** Suite 4900  
**Address Line 4:** Cleveland, OHIO 44114

<b>NAME OF SUBMITTER:</b>	Theresa Rakocy
<b>SIGNATURE:</b>	/Theresa Rakocy/
<b>DATE SIGNED:</b>	03/19/2020

**Total Attachments: 8**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “IP Security Agreement”) is made and entered into as of this 28<sup>th</sup> day of February, 2020, by and among EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO and each of the other persons and entities that become bound hereby from time to time by joinder, assumption or otherwise (each a “Grantor” and collectively, the “Grantors”) and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the “Secured Party”).

### Recitals:

A. The Tire Rack, Inc., an Indiana corporation, as Borrower, (the “Borrower”), the Guarantors party thereto, as the “Guarantors”, the Lenders party thereto, as the “Lenders”, PNC Bank, National Association, as the “Administrative Agent”, and PNC Bank, National Association, as the “Swingline Loan Lender” and the “Issuing Lender”, are the parties to that certain Credit Agreement dated as of February 28, 2020 (as amended, restated, supplemented, replaced and otherwise modified from time to time, the “Credit Agreement”).

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors deliver this IP Security Agreement.

C. The Grantors are party to that certain Security and Pledge Agreement dated as of February 28, 2020 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Party.

### Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT AND SECURITY AGREEMENT. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement and Security Agreement, as applicable.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Proprietary Collateral of such Grantor (collectively, the “IP Collateral”):

- (a) the Intellectual Property of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

3. SECURITY AGREEMENT. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

4. TERMINATION. Upon the termination of the security interests granted to the Secured Party under the Security Agreement in accordance with Section 21 thereof, the Secured Party shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the IP Collateral.

5. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts.

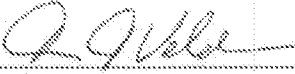
6. GOVERNING LAW. Section 12.11 of the Credit Agreement is incorporated herein, mutatis mutandis, as if a part hereof.

[Signatures Follow on Next Page]

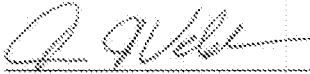
IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first above written.

GRANTORS:

**THE TIRE RACK, INC.**

By:   
Name: Thomas F. Veldman  
Title: Chairman, Secretary and Treasurer

**TIRE RACK HOLDINGS, INC.**

By:   
Name: Thomas F. Veldman  
Title: Chairman, Secretary and Treasurer

**TR WHOLESALE SOLUTIONS LLC**

By: \_\_\_\_\_  
Name: Mark P. Veldman  
Title: President and Chief Executive  
Officer

**ASAP TIRE ACQUISITION, LLC**

By: \_\_\_\_\_  
Name: Mark P. Veldman  
Title: President and Chief Executive  
Officer

*[Signature Page to Patent, Trademark and Copyright Security Agreement]*

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GRANTORS:

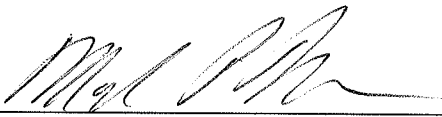
**THE TIRE RACK, INC.**

By: \_\_\_\_\_  
Name: Thomas F. Veldman  
Title: Chairman, Secretary and Treasurer

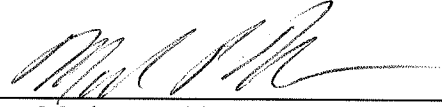
**TIRE RACK HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: Thomas F. Veldman  
Title: Chairman, Secretary and Treasurer

**TR WHOLESALE SOLUTIONS LLC**

By:   
Name: Mark P. Veldman  
Title: President and Chief Executive Officer

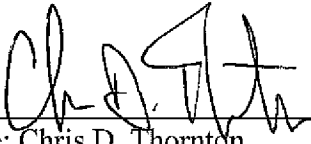
**ASAP TIRE ACQUISITION, LLC**

By:   
Name: Mark P. Veldman  
Title: President and Chief Executive Officer

*[Signature Page to Patent, Trademark and Copyright Security Agreement]*

Accepted and Agreed:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Chris D. Thornton  
Title: Senior Vice President

*[Signature Page to Patent, Trademark and Copyright Security Agreement]*

**TRADEMARK**  
**REEL: 006896 FRAME: 0618**

**SCHEDULE I**  
to  
**PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

Patents

None.

Patent Applications

None.

Trademarks

Registered Owner	Mark	Registration Number	Expiration Date
ASAP Tire Acquisition, LLC	ASAP TIRE	5750342	5/14/2029
TR Wholesale Solutions LLC	UPDATE	2083058	7/29/2027
TR Wholesale Solutions LLC	Tire Tread Design Logo	5252534	7/25/2027
TR Wholesale Solutions LLC	TR WHOLESALE SOLUTIONS	5252530	7/25/2027
Borrower	moda	1,880,524	2/28/2025
Borrower	The Tire Rack	1,414,570	10/21/2026
Borrower	Inside Track	2,102,612	10/7/2027
Borrower	Revolutionizing Tire Buying since 1979	3,518,008	10/14/2028
Borrower	TR Motorsports	2,216,681	1/5/2029
Borrower	Sport Muscle	3,610,607	4/21/2029
Borrower	The Wheel Rack	2,244,422	5/11/2019 (allowing to expire on 5/12/2019; not yet listed by the Trademark Office as expired)
Borrower	Tire Rack (stylized)	3,757,605	3/9/2030
Borrower	Tire Rack	3,761,241	3/16/2030
Borrower	Tire Rack Wholesale	3,952,467	4/26/2021
Borrower	Online Performance Source	2,653,843	11/26/2022
Borrower	Performance Tire and Wheel Specialists	2,668,746	12/31/2022
Borrower	Upgrade Garage	2,789,238	12/2/2023
Borrower	The Tire Rack (amended)	2,812,285	2/10/2024



Borrower	Kazera	2,849,747	6/1/2024
Borrower	Find, Deliver, Install	4,956,381	5/10/2026
Borrower	Find Deliver Install Smarter	5,121,073	1/10/2027
Borrower	Granite Alloy (and design)	3,327,758	10/30/2027

Trademark Applications

Registered Owner	Mark	Application Number	Date Filed
Borrower	Tire Rack Mobile Installation	88/514,713	7/15/2019

Copyrights

Registered Owner	Title	Registration Number	Registration Date
Borrower	Tirerack.com Website	TX7-903-556	8/5/2014
Borrower	Tirerack.com Website	TX7-723-062	5/21/2013
Borrower	Tirerack.com Website	TX7-656-343	2/15/2013
Borrower	Tire Rack Website	TX7-648-470	9/5/2012
Borrower	Tire Rack Website	TX7-584-716	4/23/2012
Borrower	Tire Rack Website	TX8-098-215	9/26/2011
Borrower	Tire Rack Website	TX7-311-634	7/21/2010
Borrower	Tire Rack Website	TX7-317-298	5/6/2010
Borrower	Tire Rack Website	TX7-253-590	2/2/2010
Borrower	Tire Rack Website	TX7-355-742	8/12/2009
Borrower	Tire Rack Website	TX7-233-260	4/24/2009
Borrower	Tire Rack Website	TX7-263-934	1/22/2009
Borrower	The Tire Rack Website	TX7-358-082	1/9/2008
Borrower	The Tire Rack Website	TX6-866-484	10/12/2007
Borrower	The Tire Rack Website	TX 6371585	7/14/2006
Borrower	The Tire Rack Website	TX 6557728	10/17/2006
Borrower	The Tire Rack Website	TX 6625511	7/25/2007
Borrower	The Tire Rack Website	TX 6603119	5/3/2007
Borrower	The Tire Rack Website October 1, 2006 through December 31, 2006	Txu 1340222	1/16/2007
Borrower	The Tire Rack Performance and Wheel Specialists	TX 4060447	5/11/1995
Borrower	The Tire Rack Performance and Wheel Specialists	TX 3474523	2/16/1993
Borrower	Tire Rack Website Code	TX8-119-896	11/13/2015
Borrower	Tire Rack Website Updates	TX8-113-486	4/1/2015
Borrower	Tire Rack Website Updates	TX8-113-464	12/12/2013
Borrower	Tire Rack Website	TX8-098-215	9/26/2011
Borrower	Tire Rack Website	TX8-098-259	7/26/2011
Borrower	Tire Rack Website Updates	TX8-113-476	11/18/2008
Borrower	Tire Rack Website Updates	TX8-113-472	8/8/2008

Borrower	The Tire Rack Website	TX6-429-545	7/18/2006
Borrower	Tire Rack Website Published Updates September 30, 2010	TX8-123-472	11/8/2010
Borrower	The Tire Rack Website Updates March 31, 2008	TX8-123-621	4/15/2008
Borrower	Tire Rack Website Updates Published 12/31/10	TX8-123-640	1/24/2011
Borrower	Tire Rack Website Updates Published 3/31/11	TX8-123-645	4/26/2011
Borrower	Tire Rack Website Updates Published 9/30/2012	TX8-123-648	11/19/2012
Borrower	Tire Rack Website Updates 6/30/13	TX8-123-467	7/29/2013
Borrower	Tire Rack Website Updates Published 3/31/14	TX8-123-615	6/2/2014
Borrower	Tire Rack Website	VA 2-023-839	11/12/2015
Borrower	Tire Rack Website Updates Published 4/1/15-6/30/15	TX8-677-443	8/17/2015

Copyright Applications

None.