

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611722

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Town Fair Tire Centers, Inc.		11/30/2020	Corporation: DELAWARE
Mavis Tire Supply LLC		11/30/2020	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6065560	NEW ENGLANDER 4S
Registration Number:	5260603	NOBODY BEATS TOWN FAIR TIRE . . NOBODY!!
Registration Number:	6159902	PRÜVEN DESIGNS
Registration Number:	1271215	TOWN FAIR
Registration Number:	4735066	TOWN FAIR TIRE
Registration Number:	2746782	TOWN FAIR TIRE
Serial Number:	90287294	MAVIS TIRES & BRAKES

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: 2127013365
 Email: ecarrera@cahill.com
 Correspondent Name: Elaine Carrera, Senior Paralegal
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

OP \$190.00 6065560

ATTORNEY DOCKET NUMBER:	41260.0342
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/01/2020

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of November 30, 2020, by and among **TOWN FAIR TIRE CENTERS, INC.** and **MAVIS TIRE SUPPLY LLC** ("Grantors") and **ARES CAPITAL CORPORATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Second Lien Pledge and Security Agreement, dated as of March 20, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to make loans and perform their obligations under the Second Lien Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent 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 the Trademarks of such Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantors, at Grantors' expense, an instrument in writing in recordable form releasing the collateral pledge, grant,

lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

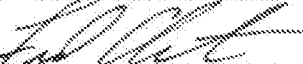
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IN WITNESS WHEREOF, Grantors have caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TOWN FAIR TIRE CENTERS, INC.

By: 
Name: Fred Christensen
Title: Chief Financial Officer and Treasurer

MAVIS TIRE SUPPLY LLC

By: 
Name: Fred Christensen
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]


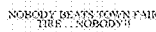



Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: Scott Lem
Name: Scott Lem
Title: CAO

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
 NEW ENGLANDER 4S	88403546	6,065,560	Town Fair Tire Centers, Inc.
 NOBODY BEATS TOWN FAIR TIRE . . NOBODY!!	87296915	5,260,603	Town Fair Tire Centers, Inc.
 PRÜVEN DESIGNS	88645718	6,159,902	Town Fair Tire Centers, Inc.
TOWN FAIR	73411460	1,271,215	Town Fair Tire Centers, Inc.
 TOWN FAIR TIRE	86406058	4,735,066	Town Fair Tire Centers, Inc.
 TOWN FAIR TIRE	76448528	2,746,782	Town Fair Tire Centers, Inc.
MAVIS TIRES & BRAKES	90287294	N/A	Mavis Tire Supply LLC

NY: 1268266