

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Just Wheels & Tires LLC		03/15/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3177101	BEYERN	
Registration Number:	3257930	BLACK RHINO	
Registration Number:	5988879	BLACK RHINO HARD ALLOYS	
Registration Number:	3057005	BLACK RHINO WHEELS	
Registration Number:	5446261	BR	
Registration Number:	3437387	COVENTRY	
Registration Number:	3131328	CRAY	
Registration Number:	5270937	CRAY	
Registration Number:	3644759	GENIUS	
Registration Number:	2561936	GOOD ROADS	
Registration Number:	4616366	LEVEL 8	
Registration Number:	3808401	LUMARAI	
Registration Number:	3177147	MANDRUS	
Registration Number:	3234045	MANDRUS WHEELS	
Registration Number:	5968802	OHM	
Registration Number:	3381173	REDBOURNE	
Registration Number:	5435900	RF	
Registration Number:	4340173	ROTARY FORGED	
Registration Number:	5564169	RUFF	
TRADEMARK			

OP \$790.00 3177101

Property Type	Number	Word Mark
Registration Number:	5513324	STATUS
Registration Number:	5185561	STATUS ALLOY WHEELS
Registration Number:	5714994	G
Registration Number:	2028528	TSW
Registration Number:	5270717	TSW
Registration Number:	5617371	TUFF A.T.
Registration Number:	5734810	TUFF OFF ROAD
Registration Number:	3234046	VICTOR EQUIPMENT
Registration Number:	4397519	X O LUXURY
Registration Number:	5513321	XO
Registration Number:	4799170	PETROL
Registration Number:	3906004	HUNTINGTON ENGINEERED ALLOYS

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.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0395
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	03/15/2021

Total Attachments: 10

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated March 15, 2021, is between the Person listed on the signature pages hereof (the “Grantor”) and Antares Capital LP, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Wheel Pros, Inc., a Delaware corporation (the “Borrower”) and Wheel Pros Intermediate, Inc., a Delaware corporation (“Holdings”) have entered into the Amended and Restated First Lien Term Loan Credit Agreement, dated as of November 10, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Antares Capital LP, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition to the making of the Term Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has entered into that certain Amended and Restated First Lien Security Agreement, dated as of November 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by the Amended and Restated First Lien Security Agreement Supplement, dated as of the date hereof, by the Grantor and acknowledged and agreed to by Wheel Pros, LLC, a Delaware limited liability company, the “Security Agreement”), among the Grantors (as defined therein) from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

1. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

3. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE 2 OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

5. EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

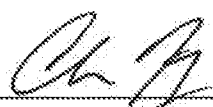
G. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. This IP Security Agreement may be transmitted and/or signed by facsimile or other electronic communication. The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on each party hereto. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

JUST WHEELS & TIRES LLC,
a California limited liability company,
as Grantor

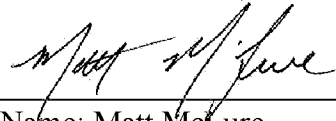
By: _____


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

[Signature Page to Intellectual Property Security Agreement (First Lien)]

TRADEMARK
REEL: 007221 FRAME: 0436

ANTARES CAPITAL LP, as Collateral Agent

By: 
Name: Matt McLure
Title: Duly Authorized Signatory

Schedule A
U.S. Patents and Patent Applications

No.	Title	Application No./ Filing Date	Patent No./ Issue Date	Status	Registrant
1.	Radar Tread Sensing For Wheel Well	16/516,340 19-Jul-19	--	--	Just Wheels & Tires LLC

Schedule B
U.S. Trademark Registrations and Applications

No.	Trademark Name	App Number	Filing Date	Reg Number	Reg Date	Registrant
1.	BEYERN	78/796,194	20-Jan-06	3,177,101	28-Nov-06	Just Wheels & Tires LLC
2.	BLACK RHINO	78/796,208	20-Jan-06	3,257,930	3-Jul-07	Just Wheels & Tires LLC
3.	Black Rhino Hard Alloys	88/524,128	19-Jul-19	5,988,879	18-Feb-20	Just Wheels & Tires LLC
4.	BLACK RHINO WHEELS	76/931,513	17-Feb-05	3,057,005	7-Feb-06	Just Wheels & Tires LLC
5.	BR logo	87/447,158	12-May-17	5,446,261	17-Apr-18	Just Wheels & Tires LLC
6.	COVENTRY	77/206,079	14-Jun-07	3,437,387	27-May-08	Just Wheels & Tires LLC
7.	CRAY	76/638,865	18-May-05	3,131,328	15-Aug-06	Just Wheels & Tires LLC
8.	CRAY	87/317,512	30-Jan-17	5,270,937	22-Aug-17	Just Wheels & Tires LLC
9.	GENIUS	77/503,405	19-Jun-08	3,644,759	23-Jun-09	Just Wheels & Tires LLC
10.	GOOD ROADS	78/038,362	8-Dec-00	2,561,936	16-Apr-02	Just Wheels & Tires LLC
11.	LEVEL 8	86/118,236	13-Nov-13	4,616,366	7-Oct-14	Just Wheels & Tires LLC
12.	LUMARAI	77/784,009	17-Jul-09	3,808,401	22-Jun-10	Just Wheels & Tires LLC
13.	MANDRUS	78/808,004	6-Feb-06	3,177,147	28-Nov-06	Just Wheels & Tires LLC
14.	MANDRUS WHEELS	76/638,864	18-May-08	3,234,045	24-Apr-07	Just Wheels & Tires LLC
15.	OHM	88/222,887	10-Dec-18	5,968,802	21-Jan-20	Just Wheels & Tires LLC
16.	REDBOURNE	77/206,047	14-Jun-07	3,381,173	12-Feb-08	Just Wheels & Tires LLC
17.	RF	87/097,261	8-Jul-16	5,435,900	3-Apr-18	Just Wheels & Tires LLC
18.	ROTARY FORGED	85/626,129	15-May-14	4,340,173	21-May-13	Just Wheels & Tires LLC
19.	RUFF	87/711,551	7-Dec-17	5,564,169	18-Sep-18	Just Wheels & Tires LLC
20.	STATUS	87/711,532	7-Dec-17	5,513,324	10-Jul-18	Just Wheels & Tires LLC
21.	STATUS ALLOY WHEELS	87/158,174	1-Sep-16	5,185,561	18-Apr-17	Just Wheels & Tires LLC
22.	Stylized G	88/089,390	23-Aug-18	5,714,994	2-Apr-19	Just Wheels & Tires LLC
23.	TSW	75/012,705	31-Oct-95	2028528	7-Jan-97	Just Wheels & Tires LLC
24.	TSW logo	87/314,446	26-Jan-17	5,270,717	22-Aug-17	Just Wheels & Tires LLC
25.	TUFF A.T.	87/899,731	30-Apr-18	5,617,371	27-Nov-18	Just Wheels & Tires LLC

26.	TUFF OFF ROAD	87/711,565	7-Dec-17	5,734,810	23-Apr-19	Just Wheels & Tires LLC
27.	VICTOR EQUIPMENT	76/638,866	18-May-05	3,234,046	24-Apr-07	Just Wheels & Tires LLC
28.	X O LUXURY	85/675,542	12-Jul-12	4,397,519	3-Sep-13	Just Wheels & Tires LLC
29.	XO	87/711,484	7-Dec-17	5,513,321	10-Jul-18	Just Wheels & Tires LLC
30.	PETROL	86/500,501	12-Jan-15	4,799,170	25-Aug-15	Just Wheels & Tires LLC
31.	HUNTINGTON ENGINEERED ALLOYS	85/075,334	30-Jun-10	3,906,004	11-Jan-11	Just Wheels & Tires LLC

Schedule C
U.S. Copyright Registrations

None.