

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642135

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900598927		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K&M TIRE, INC.		02/24/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JP MORGAN CHASE BANK, N.A.		
Street Address:	8044 Montgomery Road, Suite 350		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4675685	BIG 3 TIRE	
Registration Number:	4675679	BIG 3 TIRE	
Registration Number:	3378104	CO-OP	
Registration Number:	4134398	MR TIRE OUTLET	
Registration Number:	4048339	MR. TIRE	
Registration Number:	2853522	MR. TIRE	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<i>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.</i>			
Phone:	5139778200		
Email:	april.besl@dinsmore.com		
Correspondent Name:	April L. Besl		
Address Line 1:	255 E. Fifth St., Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	April L Besl		
SIGNATURE:	/april l besl/		
DATE SIGNED:	04/26/2021		

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 24, 2021, is made by K&M TIRE, INC., an Ohio corporation, located at 965 Spencerville Rd., Delphos, Ohio 45833 (the "Grantor"), in favor of JP MORGAN CHASE BANK, N.A., located at 8044 Montgomery Road, Suite 350, Cincinnati, Ohio 45236 (the "Lender"), parties to the Credit Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as borrower, ("Borrower"), and the Lender.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, of even date herewith, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Exhibit A attached hereto) (collectively, the "Trademark Collateral"), to the Lender for the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in the loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

GRANTOR:

K&M TIRE, INC.,
as Grantor

By: Cheryl Gossard
Name: Cheryl Gossard
Title: President

LENDER:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: _____
Name: Nick Wunderlich
Title: Vice President

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 007263 FRAME: 0452

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

GRANTOR:

K&M TIRE, INC.,
as Grantor

By: _____
Name: Cheryl Gossard
Title: President

LENDER:

JPMORGAN CHASE BANK, N.A.,
as Lender

E-SIGNED by Nicholas Wunderlich
By: _____ on 2021-02-23 16:46:46 CST
Name: Nicholas Wunderlich
Title: Vice President

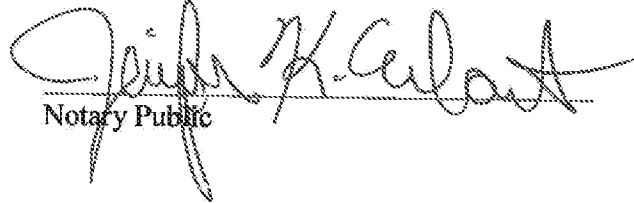
ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO)
) ss:
COUNTY OF)

I hereby certify that Cheryl Gossard, the President of K&M TIRE, INC., an Ohio corporation, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his/her act and deed and as the act and deed of K&M TIRE, INC.

Witness my hand and official seal, this the 23 day of February, 2021.

My commission expires: 1/21/25


Notary Public



JENNIFER K ERHART
Notary Public, State of Ohio
Putnam County
My Commission Expires 1/21/25

ACKNOWLEDGEMENT OF LENDER

I hereby certify that Nicholas Wunderlich, the Vice President of JPMORGAN CHASE BANK, N.A, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of JPMORGAN CHASE BANK, N.A.

State of Texas

County of Dallas

This instrument was acknowledged before me by Nicholas Wunderlich via two-way audio and video communication on 2/23/21 by Nicholas Wunderlich. This notarial act was an online notarization.

Notary Seal

Digital Certificate

E-SIGNED by Charmaine Wallace
on 2021-02-23 16:50:01 CST

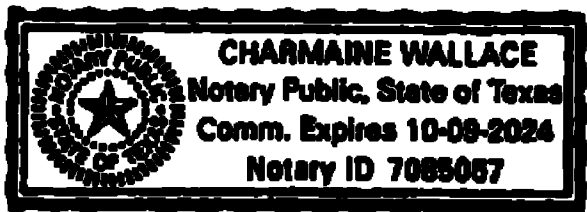





EXHIBIT A

TRADEMARKS

TM Record	TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
US Federal Q2 uf 1	 RN: 4675685 SN: 85573176 Disclaimer: "TIRE"	Registered, January 20, 2015 Int'l Class: 35,37 First Use: April 1, 2012 Filed: March 19, 2012 Registered: January 20, 2015	Int'l Class: 35, 37 (Int'l Class: 35) retail store services in the field of automotive, truck and farm equipment tires (Int'l Class: 37) automotive and truck repair and maintenance services	K & M Tire, Inc., Dba Mr. Tire (Ohio Corp.) 1125 Spencerville Road Delphos Ohio 45833
US Federal Q2 uf 2	<u>BIG 3 TIRE</u> RN: 4675679 SN: 85558700 Disclaimer: "TIRE"	Registered, January 20, 2015 Int'l Class: 35,37 First Use: April 1, 2012 Filed: March 2, 2012 Registered: January 20, 2015	Int'l Class: 35, 37 (Int'l Class: 35) retail store services in the field of automotive, truck and farm equipment tires (Int'l Class: 37) automotive and truck repair and maintenance services	K & M Tire, Inc., Dba Mr. Tire (Ohio Corp.) 1125 Spencerville Road Delphos Ohio 45833
US Federal Q2 uf 3	<u>CO-OP</u> RN: 3378104 SN: 77198448	Renewed, February 5, 2018 Int'l Class: 09 First Use: 1992 Int'l Class: 12 First Use: 1932 Filed: June 5, 2007 Registered: February 5, 2008 Last Renewal: February 5, 2018	Int'l Class: 09, 12 (Int'l Class: 09) CANCELLED - SEC. 8 [Batteries for vehicles, boat motors, and agricultural equipment] (Int'l Class: 12) tires *, excluding bicycle tires *	K & M Tire, Inc. (Ohio Corp.) 1125 Spencerville Road P.O. Box 279 Delphos Ohio 45833

TM Record	TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
US Federal Q2 uf 4	<u>MR. TIRE OUTLET</u> and Design  RN: 4134398 SN: 85343896 Disclaimer: "OUTLET"	Registered 8 & 15, April 8, 2018 Int'l Class: 35,37 First Use: May 19, 2011 Filed: June 11, 2011 Registered: May 1, 2012	Int'l Class: 35, 37 (Int'l Class: 35) retail store services in the field of automotive, truck and farm equipment tires (Int'l Class: 37) automotive and truck repair and maintenance services	K & M Tire, Inc., Dba Mr. Tire (Ohio Corp.) 1125 Spenserville Road Delphos Ohio 45833
US Federal Q2 uf 5	<u>MR. TIRE and</u> <u>Design</u>  RN: 4048339 SN: 85253145	Registered 8 & 15, January 10, 2017 Int'l Class: 35,37 First Use: January 19, 2011 Filed: February 28, 2011 Registered: November 1, 2011	Int'l Class: 35, 37 (Int'l Class: 35) retail store services in the field of automotive, truck and farm equipment tires (Int'l Class: 37) automotive and truck repair and maintenance services	K & M Tire, Inc., Dba Mr. Tire (Ohio Corp.) 1125 Spenserville Road Delphos Ohio 45833
US Federal Q2 uf 6	<u>MR. TIRE</u> RN: 2853522 SN: 78195476 Disclaimer: "TIRE"	Renewed, June 15, 2014 Int'l Class: 35,37 First Use: April 4, 1963 Filed: December 17, 2002 Registered: June 15, 2004 Last Renewal: June 15, 2014	Int'l Class: 35, 37 (Int'l Class: 35) retail store services in the field of automotive, truck and farm equipment tires (Int'l Class: 37) automotive and truck repair and maintenance services	K & M Tire, Inc. (Corp.)

TRADEMARK

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RECORDED: 02/25/2021