

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Intellectual Property Collateral at Reel/Frame No. 6424/0546

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		05/11/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	WPM Holdings, LLC
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3791546	BOSS MOTORSPORTS
Registration Number:	3385819	BOSS MOTOR SPORTS

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:	05/12/2021

Total Attachments: 4

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**RELEASE OF FIRST LIEN SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**, dated as of May 11, 2021 (this “Release”), is made by ANTARES CAPITAL LP (the “Grantee”), in favor of WPM HOLDINGS, LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH

WHEREAS, Wheel Pros Intermediate, Inc., a Delaware corporation, the other parties party thereto from time to time, and the Grantee are parties to that certain First Lien Security Agreement, dated as of April 4, 2018 (as amended by the Joinder Agreement to the First Lien Security Agreement, dated as of August 22, 2018, and as further amended, modified, restated and/or supplemented from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed the (i) Grant of First Lien Security Interest in United States Patents, dated as of August 22, 2018 (the “Patent Security Agreement”) and recorded with the U.S. Patent and Trademark Office (“USPTO”) on August 29, 2018 at Reel/Frame No. 47457/0889 and (ii) Grant of First Lien Security Interest in United States Trademarks, dated as of August 22, 2018 (the “Trademark Security Agreement,” and together with the Patent Security Agreement, the “Intellectual Property Security Agreements”) and recorded with the USPTO on August 29, 2018 at Reel/Frame No. 6424/0546, pursuant to which the Grantor granted to the Grantee, a continuing security interest in (a)(i) all of Grantor’s right, title and interest in, to and under the United States patents and patent applications (the “Patents”) set forth on Schedule I attached hereto, (ii) any and all rights and privileges arising under applicable Law with respect to such Grantor’s use of the Patents, (iii) any and all inventions and improvements described and claimed therein, (iv) any and all reissues, divisions, continuations, renewals, extensions, reexaminations and continuations-in-part thereof, (v) 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, (vi) any and all rights corresponding thereto throughout the world, and (vii) any and all rights to sue for past, present or future infringements thereof (clause (a), the “Patent Collateral”), and (b)(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 I 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 (clause (b), the “Trademark Collateral”) and together with the Patent Collateral, the “Intellectual Property Collateral”).

WHEREAS, the Grantor has requested that the Grantee release its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral.

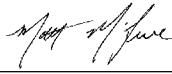
NOW, THEREFORE, in consideration of the foregoing, the Grantee hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral, including the issued patents, patent applications, trademark registrations, and trademark applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Intellectual Property Collateral is hereby discharged, terminated and released. The undersigned hereby

transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Grantee may have obtained in, to and under the Intellectual Property Collateral under the Security Agreement and the Intellectual Property Security Agreements.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

ANTARES CAPITAL LP,
as Collateral Agent


By: 
Name: Matt McLure
Title: Duly Authorized Signatory

SCHEDULE I
to
RELEASE OF FIRST LIEN SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL

PATENTS AND PATENT APPLICATIONS

Registered Owner/Applicant	Title	Country	Filing Date	Serial No.	Patent No.	Issue Date
WPM Holdings, LLC	Vehicle wheel front face	US	07/28/2004	US 29/210153	US D513488 S	01/10/2006

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Owner/Applicant	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
WPM Holdings, LLC	BOSS MOTORSPORTS	USA	78261310	6/9/2009	3791546	May 18, 2010
WPM Holdings, LLC		USA	75898707		3385819	February 19, 1998