

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks at Reel/Frame No. 6645/0481

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Mobile Hi-Tech Wheels
Street Address:	19200 South Reyes Avenue
City:	Rancho Dominguez
State/Country:	CALIFORNIA
Postal Code:	90221
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2969919	DAVIN
Registration Number:	2615143	DAVIN
Registration Number:	2729438	DUB
Registration Number:	5532573	DUB.1ONE
Registration Number:	2737029	DUBS
Registration Number:	5401312	F
Registration Number:	3628355	FUEL
Registration Number:	4183871	FUEL
Registration Number:	4172143	FUEL OFF-ROAD
Registration Number:	5544765	FUEL OFF-ROAD
Registration Number:	4679722	FUEL OFF-ROAD RACING
Registration Number:	4937163	FUEL RACING
Registration Number:	4679723	FUEL RACING
Registration Number:	1801513	MHT
Registration Number:	3858171	MONOTEC
Registration Number:	2003316	NICHE
Registration Number:	4640658	NICHE ROAD WHEELS
Registration Number:	4592428	ROTIFORM

OP \$540.00 2969919

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4035728	U.S.
Registration Number:	5612646	U.S. MAGS
Registration Number:	4035727	U.S. MAGS

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:	05/13/2021

Total Attachments: 3

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS**, dated as of May 11, 2021 (this “Release”), is made by ANTARES CAPITAL LP (the “Grantee”), in favor of MOBILE HI-TECH WHEELS, a California corporation (the “Grantor”). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (as defined below).

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 Second Lien Security Agreement, dated as of April 4, 2018 (as amended by the Joinder Agreement to the Second Lien Security Agreement, dated as of May 15, 2019, 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 Grant of Second Lien Security Interest in United States Trademarks, dated as of May 15, 2019 (the “Trademark Security Agreement”) and recorded with the U.S. Patent and Trademark Office on May 15, 2019 at Reel/Frame No. 6645/0481 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Grantee, a continuing security interest in (i) all of Grantor’s right, title and interest in, to and under 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 (collectively, the “Trademark Collateral”).

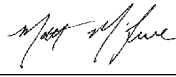
WHEREAS, the Grantor has requested that the Grantee release its security interest in all right, title and interest in, to and under all of the Trademark Collateral.

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 Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Trademark 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 Trademark Collateral under the Security Agreement and the Trademark Security Agreement.

[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 SECOND LIEN SECURITY INTEREST IN TRADEMARKS

TRADEMARKS

Owner	Country	Trademark	Appl. No.	Reg. No.
Mobile Hi-Tech Wheels	United States of America	DAVIN	78/288015	2969919
Mobile Hi-Tech Wheels	United States of America	DAVIN (stylized)	76/328394	2615143
Mobile Hi-Tech Wheels	United States of America	DUB	75/641491	2729438
Mobile Hi-Tech Wheels	United States of America	DUB IONE	85/209469	5532573
Mobile Hi-Tech Wheels	United States of America	DUBS	75/641493	2737029
Mobile Hi Tech Wheels	United States of America	F (Stylized)	87/540636	5401312
Mobile Hi-Tech Wheels	United States of America	FUEL	77/437823	3628355
Mobile Hi-Tech Wheels	United States of America	FUEL	85/156324	4183871
Mobile Hi-Tech Wheels	United States of America	FUEL OFF-ROAD	85/003342	4172143
Mobile Hi-Tech Wheels	United States of America	FUEL OFF-ROAD	87/750338	5544765
Mobile Hi-Tech Wheels	United States of America	FUEL OFF-ROAD RACING	86/097056	4679722
Mobile Hi-Tech Wheels	United States of America	FUEL RACING	86/097072	4937163
Mobile Hi-Tech Wheels	United States of America	FUEL RACING	86/097067	4679723
Mobile Hi-Tech Wheels	United States of America	MHT	74/307103	1801513
Mobile Hi-Tech Wheels	United States of America	MONOTEC	77/858345	3858171
Mobile Hi-Tech Wheels	United States of America	NICHE (stylized)	75/049073	2003316
Mobile Hi-Tech Wheels	United States of America	NICHE ROAD WHEELS	86/243283	4640658
Mobile Hi-Tech Wheels	United States of America	rotiform	86/164001	4592428
Mobile Hi-Tech Wheels	United States of America	U.S. and Design	77/952006	4035728
Mobile Hi-Tech Wheels	United States of America	U.S. MAGS (Stylized) and design	87/365437	5612646
Mobile Hi-Tech Wheels	United States of America	U.S. MAGS and Design	77/951997	4035727