

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks at Reel/Frame No. 6645/0460		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		05/11/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wheel Pros, LLC		
Street Address:	5347 S. Valentia Way		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88195875		
Serial Number:	88004826	FAIRWAY ALLOYS	
Serial Number:	88180252	XD FORGED	
Registration Number:	5689299	NOBODY DOES IT BETTER	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
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 WHEELS PROS, LLC, a Delaware limited liability company (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. 6645/0460 (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").

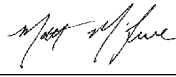
WHEREAS, the Grantor has requested that the Grantee release its security interest in all right, title and interest in, to and under all of the Trademark Collateral.

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.
Wheel Pros, LLC	United States of America	Design Only 	88195875	--
Wheel Pros, LLC	United States of America	FAIRWAY ALLOYS	88004826	--
Wheel Pros, LLC	United States of America	XD FORGED Design 	88180252	--
Wheel Pros, LLC	United States of America	NOBODY DOES IT BETTER	87943104	5689299