

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GB Auto Service, Inc.		09/08/2021	Corporation: DELAWARE
GB Auto Service San Diego, Inc.		09/08/2021	Corporation: DELAWARE
GB Auto Service Driver's Edge, LLC		09/08/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3665522	SUN AUTO SERVICE	
Registration Number:	3810646	WILHELM	
Registration Number:	4348436	EVANS TIRE & SERVICE CENTERS	
Registration Number:	3899833	TIRE WORKS TOTAL CAR CARE	
Registration Number:	4357226	DRIVER'S EDGE AUTO REPAIR	
Registration Number:	5064971	HOME OF THE BUY 2 GET 2	
Registration Number:	6134757	EVANSTIRE.COM	
Registration Number:	6156948	RAMONA TIRE & SERVICE CENTERS	
Registration Number:	6156949	RAMONA TIRE & SERVICE CENTERS	
Registration Number:	6156954	WILHELM AUTO REPAIR & TIRES SINCE 1928	
Registration Number:	6173148	LAMB'S TIRE & AUTOMOTIVE HOME OF MY MECH	
Registration Number:	6173149	LAMB'S TIRE & AUTOMOTIVE	
Registration Number:	6178163	MAX AUTO GLASS	
Registration Number:	6156955	THE NEW TIRE WORKS TOTAL CAR CARE	
Registration Number:	6236689	EVANS TIRE & SERVICE CENTERS HOME OF THE	
Registration Number:	6375684	BRAKE MAX TIRE & SERVICE CENTERS MORE TH	

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Property Type	Number	Word Mark
Registration Number:	6243521	MAX AUTO GLASS QUALITY · SAFETY · INTEGR
Registration Number:	6243549	LOUETTA AUTOMOTIVE AND TIRE SERVICE FIRS
Registration Number:	6243550	LOUETTA AUTOMOTIVE
Registration Number:	4901139	FAMILY AUTO SERVICE
Registration Number:	4926352	FAMILY AUTO SERVICE
Serial Number:	88732085	BRAKE MAX

CORRESPONDENCE DATA

Fax Number: 6175269899
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.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11668.346
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	09/08/2021

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of September 8, 2021, is made by each entity listed on Exhibit A hereto (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, as the Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of September 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each 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 such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

I. TERMS. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN OR GIVEN BY REFERENCE IN THE SECURITY AGREEMENT.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks constituting Registered IP Collateral, as set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

II. RECORDATION. EACH GRANTOR AUTHORIZES AND REQUESTS THAT THE COMMISSIONER FOR TRADEMARKS RECORD THIS TRADEMARK SECURITY AGREEMENT WITH THE U.S. PATENT AND TRADEMARK OFFICE.

III. EXECUTION IN COUNTERPARTS. THIS TRADEMARK 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 SIGNATURE PAGE TO THIS TRADEMARK SECURITY AGREEMENT BY FACSIMILE OR ELECTRONIC (INCLUDING .PDF OR .TIF FILE) TRANSMISSION SHALL BE AS EFFECTIVE AS DELIVERY OF A MANUALLY SIGNED COUNTERPART OF THIS TRADEMARK SECURITY AGREEMENT. SECTION 11.12 OF THE CREDIT AGREEMENT IS INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

IV. SECURITY AGREEMENT. THIS TRADEMARK SECURITY AGREEMENT HAS BEEN ENTERED INTO IN CONJUNCTION WITH THE PROVISIONS OF THE SECURITY AGREEMENT. EACH 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 TRADEMARK 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 THAT ANY PROVISION OF THIS TRADEMARK SECURITY AGREEMENT IS DEEMED TO CONFLICT WITH THE SECURITY AGREEMENT, THE PROVISIONS OF THE SECURITY AGREEMENT SHALL CONTROL.

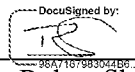
V. GOVERNING LAW. SECTIONS 7.08 AND 7.09 OF THE SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

VI. INTERCREDITOR AGREEMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

GB AUTO SERVICE, INC.
GB AUTO SERVICE SAN DIEGO, INC.
GB AUTO SERVICE DRIVER'S EDGE, LLC

By: 
Name: Rohan Shilotri
Title: Vice President and Secretary

Accepted and Agreed:

ARES CAPITAL CORPORATION, as Collateral Agent

By: Kort Schnabel
Name: Kort Schnabel
Title: Authorized Signatory

EXHIBIT A

GRANTOR	JURISDICTION OF FORMATION/INCORPORATION
GB Auto Service, Inc.	Delaware
GB Auto Service San Diego, Inc.	Delaware
GB Auto Service Driver's Edge, LLC	Delaware

**SCHEDULE A
TRADEMARKS**

Registered:

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner/Grantor
SUN AUTO SERVICE (word mark)	77/309,937	10/22/2007	3,665,522	8/11/2019	GB Auto Service, Inc.
WILHELM (word mark)	77/870,136	11/11/2009	3,810,646	6/29/2010	GB Auto Service, Inc.
EVANS TIRE & SERVICE CENTERS (word mark)	77/889,937	12/9/2009	4,348,436	6/11/2013	GB Auto Service San Diego, Inc.
TIRE WORKS TOTAL CAR CARE (word mark)	85/034,799	5/10/2010	3,899,833	1/4/2011	GB Auto Service, Inc.
DRIVER'S EDGE AUTO REPAIR (word mark)	85/747,215	10/5/2012	4,357,226	6/25/2013	GB Auto Service Driver's Edge, LLC
HOME OF THE BUY 2 GET 2 (word mark)	86/522,140	2/3/2015	5,064,971	10/18/2016	GB Auto Service San Diego, Inc.
EVANSTIRE.COM (word mark)	88/723,456	12/11/2019	6,134,757	8/25/20202	GB Auto Service San Diego, Inc.
RAMONA TIRE & SERVICE CENTERS (word mark)	88/730,837	12/17/2019	6,156,948	9/22/2020	GB Auto Service, Inc.
RAMONA TIRE & SERVICE CENTERS (logo mark)	88/730,853	12/17/2019	6,156,949	9/22/2020	GB Auto Service, Inc.
WILHELM AUTO REPAIR & TIRES SINCE 1928 (logo mark)	88/731,808	12/18/2019	6,156,954	9/22/2020	GB Auto Service, Inc.

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner/ Grantor
LAMB'S TIRE AND AUTOMOTIVE (logo mark)	88/731,852	12/18/2019	6,173,148	10/13/2020	GB Auto Service, Inc.
LAMB'S TIRE AND AUTOMOTIVE (word mark)	88/731,868	12/18/2019	6,173,149	10/13/2020	GB Auto Service, Inc.
MAX AUTO GLASS	88/731,891	12/18/2019	6,178,163	10/20/2020	GB Auto Service, Inc.
THE NEW TIRE WORKS (logo mark)	88/731,964	12/18/2019	6,156,955	9/22/2020	GB Auto Service, Inc.
EVANS TIRE & SERVICE CENTERS HOME OF THE BUY 2 GET 2 (logo mark)	88/731,989	12/18/2019	6,236,689	1/5/2021	GB Auto Service, Inc.
BRAKE MAX TIRE & SERVICE CENTERS MORE THAN BRAKES... COMPLETE CAR CARE! A DIVISION OF GB AUTO SERVICE, INC.	88/732,106	12/18/2019	6,375,684	6/8/2021	GB Auto Service, Inc.
MAX AUTO GLASS (logo mark)	88/946,333	6/3/2020	6,243,521	1/12/2021	GB Auto Service, Inc.
LOUETTA AUTOMOTIVE AND TIRE SERVICE FIRST CLASS SERVICE (logo mark)	88/948,389	6/4/2020	6,243,549	1/12/2021	GB Auto Service, Inc.
LOUETTA AUTOMOTIVE (word mark)	88/948,408	6/4/2020	6,243,550	1/12/2021	GB Auto Service, Inc.
FAMILY AUTO SERVICE (word mark)	86/656,332	6/9/2015	4,901,139	2/16/2016	GB Auto Service, Inc.

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner/ Grantor
FAMILY AUTO SERVICE (logo mark)	86/656,378	6/9/2015	4,926,352	3/29/2016	GB Auto Service, Inc.

Applications:

Trademark	Serial Number	Filing Date	Owner
BRAKE MAX (word mark)	88/732,085	12/18/2019	GB Auto Service, Inc.