

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
43 RACING, LLC		07/15/2022	Limited Liability Company: UTAH
THE RETROFIT SOURCE, LLC		07/15/2022	Limited Liability Company: DELAWARE
MORIMOTO LIGHTING LLC		07/15/2022	Limited Liability Company: DELAWARE
MF IP HOLDING, LLC		07/15/2022	Limited Liability Company: WYOMING

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	1800 Century Park East
Internal Address:	Suite1100
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	90268281	XB
Serial Number:	90265212	MINI D2S
Serial Number:	90045746	MORIMOTO
Serial Number:	90043978	TRS
Serial Number:	90044207	THE BEST BRANDS IN AUTOMOTIVE LIGHTING T
Serial Number:	90041893	MORIMOTO
Serial Number:	90041930	THE RETROFIT SOURCE
Serial Number:	90041997	HID PLANET
Serial Number:	90010907	HEADLIGHT JUNKIES
Serial Number:	88819401	CSP MINI
Serial Number:	88717925	S-V.4
Serial Number:	88411953	HR HEADLIGHT REVOLUTION
Serial Number:	88411977	GTR LIGHTING.COM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88411991	BETTER AUTOMOTIVE LIGHTING.COM
Serial Number:	87883893	HEADLIGHT REVOLUTION
Serial Number:	87825625	PROFILE PERFORMANCE
Serial Number:	87513184	GTR LIGHTING
Serial Number:	86514302	LED CONCEPTS
Serial Number:	86494296	COLORMORPH
Serial Number:	86395963	XB35
Serial Number:	86395968	ELITE HID
Serial Number:	86307062	MINI D2S
Serial Number:	85745359	FX-R
Serial Number:	85745385	MINI H1
Serial Number:	85078928	MORIMOTO
Serial Number:	77831143	XTREME HID
Serial Number:	77831158	XENONDEPOT
Serial Number:	85928386	TERAFLEX
Serial Number:	75289064	TERAFLEX
Serial Number:	87160126	FALCON
Serial Number:	77758418	SPEED BUMP

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	07/16/2022

Total Attachments: 11

source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page1.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page2.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page3.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page4.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page5.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page6.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page7.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page8.tif

source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page9.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page10.tif
source=1 Wheel Pros - ABL - Intellectual Property Security Agreement (June 2022 Joinder) (Executed)#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated July 15, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”), and Wells Fargo Bank, National Association, as collateral agent (“Wells Fargo”) (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Wheel Pros, Inc., a Delaware corporation (the “Borrower”), the other Borrowers from time to time party thereto, Wheel Pros Intermediate, Inc., a Delaware corporation (“Holdings”) have entered into the ABL Credit and Guarantee Agreement, dated as of May 11, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Revolving Loans by the Lenders from time to time, the entry into Secured Swap Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement, dated May 11, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete

payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This 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 of this Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form,

each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

E. Grants, Rights and Remedies. This IP 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 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 of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Section 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

H. Intercreditor Agreement. Section 23 (*ABL/TERM LOAN INTERCREDITOR AGREEMENT*) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

43 RACING, LLC
HOONIGAN INDUSTRIES, LLC
THE RETROFIT SOURCE, LLC
MORIMOTO LIGHTING LLC

By: 
Name: Christopher Krajacic
Title: Chief Financial Officer

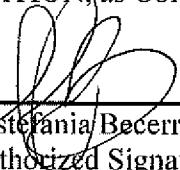
MF IP HOLDING, LLC

By: Wheel Pros, LLC
Its: Sole Member

By: 
Name: Christopher Krajacic
Title: Vice President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By:



Name: Estefania Becerra
Title: Authorized Signatory

Schedule A

PATENTS

Issued Patents:

Title	Country	Application No./ Filing Date	Patent Number Issue Date	Status	Current Owner of Record
Cooling systems for vehicle headlights.	USA	17099417 2020-11-16	11079090 2021-08-03	Granted	Morimoto Lighting, LLC
Digressive valve for a damper	USA	16/415,947 2019-05-17	11002334 2021-05-11	Granted	MF IP HOLDING, LLC
Electronic damper control	USA	16/174,184 2018-10-29	10774897 2020-09-15	Granted	MF IP HOLDING, LLC
Rotatable bushing	USA	15/795,969 2017-10-27	10422372 2019-09-24	Granted	MF IP HOLDING, LLC
Digressive valve for a damper	USA	15/338,131 2016-10-28	10344820 2019-07-09	Granted	MF IP HOLDING, LLC
Through-shaft steering damper	USA	15/887,930 2018-02-02	10337583 2019-07-02	Granted	MF IP HOLDING, LLC
Modular sun visor system	USA	15/338,169 2016-10-28	10065483 2018-09-04	Granted	MF IP HOLDING, LLC
Roof rack system	USA	14/929,095 2015-10-30	10005403 2018-06-26	Granted	MF IP HOLDING, LLC
Structures, assemblies, and methods for controlling vehicle suspension	USA	12/822,048 2010-06-23	8272653 2012-09-25	Granted	MF IP HOLDING, LLC
Bracket for a vehicle suspension	USA	29/731,752 2020-04-17	D932384 2021-10-05	Granted	MF IP HOLDING, LLC
Bracket for a vehicle suspension	USA	29/731,761 2020-04-17	D931151 2021-09-21	Granted	MF IP HOLDING, LLC
Bracket for a spare tire mount	USA	29/668,288 2018-10-29	D910419 2021-02-16	Granted	MF IP HOLDING, LLC
Bumper	USA	29/691,374 2019-05-15	D907541 2021-01-12	Granted	MF IP HOLDING, LLC
Spare tire mount	USA	29/668,299 2018-10-29	D896146 2020-09-15	Granted	MF IP HOLDING, LLC
Suspension link for a vehicle	USA	29/668,296 2018-10-29	D894795 2020-09-01	Granted	MF IP HOLDING, LLC
Vehicle wheel	USA	29/689,098 2019-04-26	D892701 2020-08-11	Granted	MF IP HOLDING, LLC
Vehicle wheel	USA	29/689,089 2019-04-26	D892700 2020-08-11	Granted	MF IP HOLDING, LLC
Brake line anchor	USA	15/486,175 2017-04-12	10005443 2018-06-26	Granted	MF IP HOLDING, LLC
Mud flap	USA	29/582,681 2016-10-28	D821277 2018-06-26	Granted	MF IP HOLDING, LLC
Through-shaft steering damper	USA	15/338,099 2016-10-28	9890828 2018-02-13	Granted	MF IP HOLDING, LLC

Title	Country	Application No./ Filing Date	Patent Number Issue Date	Status	Current Owner of Record
Removable mud flap	USA	15/338,185 2016-10-28	9802652 2017-10-31	Granted	MF IP HOLDING, LLC
Spare tire mount	USA	29/435,396 2012-10-23	D730794 2015-06-02	Granted	MF IP HOLDING, LLC
Tailgate hinge	USA	29/435,393 2012-10-23	D698224 2014-01-28	Granted	MF IP HOLDING, LLC
Handle	USA	29/691,370 2019-05-15	D950354 2022-05-03	Granted	MF IP HOLDING, LLC


Patent Applications:

Title	Country	Application No./ Filing Date	Patent Number Issue Date	Status	Current Owner of Record
STUDDER BALL JOINT	USA	16/851,708 2020-04-17	--	Published	MF IP HOLDING, LLC
Vehicle led lamp having a bulb base tensioning spring	USA	17/099,398 2020-11-16	--	Published	MORIMOTO LIGHTING, LLC

Schedule B

TRADEMARKS

Registered Trademarks:

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
XB	USA	90268281 21-OCT-2020	6417578 13-JUL-2021	Registered	The Retrofit Source, LLC
MINI D2S	USA	90265212 20-OCT-2020	6417093 13-JUL-2021	Registered	The Retrofit Source, LLC
MORIMOTO Design 	USA	90045746 10-JUL-2020	6251349 19-JAN-2021	Registered	The Retrofit Source, LLC
TRS Design 	USA	90043978 09-JUL-2020	6251341 19-JAN-2021	Registered	The Retrofit Source, LLC
THE BEST BRANDS IN AUTOMOTIVE LIGHTING TRS Design 	USA	90044207 09-JUL-2020	6261853 02-FEB-2021	Registered	The Retrofit Source, LLC
MORIMOTO	USA	90041893 08-JUL-2020	6257169 26-JAN-2021	Registered	The Retrofit Source, LLC
THE RETROFIT SOURCE	USA	90041930 08-JUL-2020	6265723 09-FEB-2021	Registered	The Retrofit Source, LLC
HID PLANET	USA	90041997 08-JUL-2020	6251332 19-JAN-2021	Registered	The Retrofit Source, LLC
HEADLIGHT JUNKIES	USA	90010907 19-JUN-2020	6260209 02-FEB-2021	Registered	The Retrofit Source, LLC
CSP MINI	USA	88819401 03-MAR-2020	6126710 11-AUG-2020	Registered	The Retrofit Source, LLC
S-V.4	USA	88717925 06-DEC-2019	6242779 12-JAN-2021	Registered	The Retrofit Source, LLC
HR HEADLIGHT REVOLUTION Design 	USA	88411953 01-MAY-2019	5908056 12-NOV-2019	Registered	The Retrofit Source, LLC

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
GTR LIGHTING.COM Design 	USA	88411977 01-MAY-2019	5908057 12-NOV-2019	Registered	The Retrofit Source, LLC
BETTER AUTOMOTIVE LIGHTING.COM Design 	USA	88411991 01-MAY-2019	5942421 24-DEC-2019	Registered	The Retrofit Source, LLC
HEADLIGHT REVOLUTION	USA	87883893 19-APR-2018	5622091 04-DEC-2018	Registered	The Retrofit Source, LLC
PROFILE PERFORMANCE Design 	USA	87825625 08-MAR-2018	5594957 30-OCT-2018	Registered	The Retrofit Source, LLC
GTR LIGHTING	USA	87513184 30-JUN-2017	5522515 24-JUL-2018	Registered	The Retrofit Source, LLC
LED CONCEPTS	USA	86514302 26-JAN-2015	4807731 08-SEP-2015	Registered	The Retrofit Source, LLC
COLORMORPH	USA	86494296 02-JAN-2015	4848221 03-NOV-2015	Registered	The Retrofit Source, LLC
XB35	USA	86395963 16-SEP-2014	4727385 28-APR-2015	Registered	The Retrofit Source, LLC
ELITE HID	USA	86395968 16-SEP-2014	4742809 26-MAY-2015	Registered	The Retrofit Source, LLC
MINI D2S	USA	86307062 11-JUN-2014	4638793 11-NOV-2014	Registered	The Retrofit Source, LLC
FX-R	USA	85745359 04-OCT-2012	4342390 28-MAY-2013	Registered	The Retrofit Source, LLC
MINI H1	USA	85745385 04-OCT-2012	4349608 11-JUN-2013	Registered	The Retrofit Source, LLC
MORIMOTO 	USA	85078928 06-JUL-2010	3943477 12-APR-2011	Registered	The Retrofit Source, LLC
XTREME HID	USA	77831143 21-SEP-2009	3840231 31-AUG-2010	Registered	The Retrofit Source, LLC
XENONDEPOT	USA	77831158 21-SEP-2009	3809765 29-JUN-2010	Registered	The Retrofit Source, LLC
TERAFLEX	USA	85928386 10-MAY-2013	4497170 18-MAR-2014	Registered	MF IP Holding, LLC
TERAFLEX	USA	75289064 09-MAY-1997	2218244 19-JAN-1999	Registered	MF IP Holding, LLC

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
FALCON	USA	87160126 02-SEP-2016	5775948 11-JUN-2019	Registered	MF IP Holding, LLC
SPEED BUMP	USA	77758418 12-JUN-2009	3935043 22-MAR-2011	Registered	MF IP Holding, LLC

Trademark Applications:

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
DRIVEN LIGHTING GROUP	USA	90711836 14-MAY-2021	--	Pending Intent to Use	The Retrofit Source, LLC
4BANGER	USA	90664409 22-APR-2021	--	Pending	The Retrofit Source, LLC
ULTRA SERIES	USA	90639181 12-APR-2021	--	Pending	The Retrofit Source, LLC

Schedule C

COPYRIGHTS

Registered Copyrights:

Title	Copyright Number	Date	Owner
BLOCK HEAD SKULL.	VA0001882401	September 11, 2013	43 Racing, LLC
BLOCK HEAD SKULL.	VA0001882307	September 11, 2013	43 Racing, LLC

Copyright Applications:

None.