

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tireco, Inc.		03/20/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East		
Internal Address:	Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4321976	GRANTLAND	
Registration Number:	4384331	PATAGONIA	
Registration Number:	2652751	MILESTAR	
Registration Number:	5193077	STREETSTEEL	
Registration Number:	5656652	ELEVATE YOUR GAME	
Registration Number:	2439502	FIELD MAX	
Registration Number:	4313323	FIELDMAX	
Registration Number:	2583826	FREESTAR	
Registration Number:	3958125	F FREESTAR	
Registration Number:	2789679	GEOSTAR	
Registration Number:	3636340	GEOSTAR	
Registration Number:	3971116	GEO TRAC	
Registration Number:	2907283	GEO-TRAC	
Registration Number:	2422188	HIGH LIFE	
Registration Number:	3632592	MILESTAR	
Registration Number:	2332381	MOBILE MAX	
Registration Number:	2757561	MUD MAX	
Registration Number:	2907284	MUDSTAR	

CH \$965.00 4321976

Property Type	Number	Word Mark
Registration Number:	2295850	NANCO
Registration Number:	3999843	PATAGONIA A/T
Registration Number:	2332357	PLANET
Registration Number:	5581542	THE OFFICIAL TIRE OF ADVENTURE
Registration Number:	2730951	QUALITY ASSURED
Registration Number:	2332360	SENDEL
Registration Number:	2672288	SKID MAX
Registration Number:	2927598	SPARTAN
Registration Number:	4732269	STEELPRO
Registration Number:	4561153	SUMMERSNOW
Registration Number:	2739347	TIRECO
Registration Number:	6339166	TOURBAHN
Registration Number:	3120373	TRAC-GARD
Registration Number:	3190213	VAGARE
Registration Number:	5449202	WEATHERGUARD
Registration Number:	5284670	TIRE UNIVERSE
Registration Number:	6885241	STATE OF SPEED
Registration Number:	6274046	MILETECH
Registration Number:	6523895	TDX
Registration Number:	6867101	PATAGONIA BLACK LABEL

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0934
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	03/22/2023

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 20th day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **TIRECO, INC.**, a California corporation (“Administrative Borrower”), **BARRON’S WHOLESALE TIRE, LLC**, a Florida limited liability company (“Barron’s Wholesale”), **TIRE DISTRIBUTOR XPERTS, LLC**, a Delaware limited liability company (“TDX”), and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each such entity together with the Administrative Borrower, Barron’s Wholesale, and TDX is referred to herein individually as a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an

executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

TIRECO, INC., a California corporation

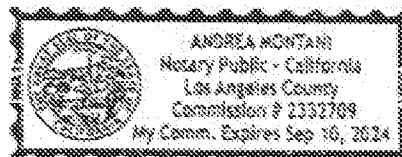
By: 
Name: Justin R. Liu
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____
Name: _____
Its Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008010 FRAME: 0301

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 3-16-23 before me, Andrea Montani, A Notary Public
(insert name and title of the officer)

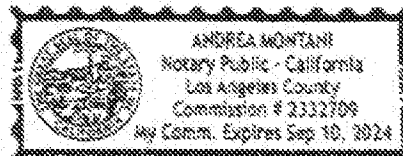
personally appeared Justin Robert Liu
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TIRECO, INC.

By: _____
Name: Justin R. Liu
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By:  _____
Name: Brian Lane
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	Country	Status	Application Number	Registration Number	Application Date or Registration Date
Tireco, Inc.	GRANTLAND	United States	Registered	85543950	4321976	Feb 15, 2012 Apr 16, 2013
Tireco, Inc.	PATAGONIA	United States	Registered	85164214	4384331	Oct 28, 2010 Aug 13, 2013
Tireco, Inc.	MILESTAR	United States	Registered	78051056	2652751	Mar 2, 2001 Nov 19, 2002
Tireco, Inc.	STREETSTEEL	United States	Registered	87119971	5193077	Jul 28, 2016 Apr 25, 2017
Tireco, Inc.	ELEVATE YOUR GAME	United States	Registered	87453970	5656652	May 17, 2017 Jan 15, 2019
Tireco, Inc.	ENDEAVOR	United States	Abandoned	87325288		Feb 6, 2017
Tireco, Inc.	FIELD MAX	United States	Abandoned	75770428	2439502	Sep 2, 1999 Mar 27, 2001
Tireco, Inc.	FIELDMAX	United States	Abandoned	77783570	4313323	Jul 17, 2009 Apr 2, 2013
Tireco, Inc.	FREESTAR	United States	Registered	78018198	2583826	Jul 25, 2000 Jun 18, 2002
Tireco, Inc.	F FREESTAR Logo	United States	Registered	77411906	3958125	Mar 3, 2008 May 10, 2011
Tireco, Inc.	GEOSTAR	United States	Registered	78013086	2789679	Jun 16, 2000 Dec 2, 2003
Tireco, Inc.	GEOSTAR Logo	United States	Registered	77411943	3636340	Mar 3, 2008 Jun 9, 2009
Tireco, Inc.	GEO-TRAC Logo	United States	Registered	77730760	3971116	May 6, 2009

Owner	Mark	Country	Status	Application Number	Registration Number	Application Date or Registration Date
						May 31, 2011
Tireco, Inc.	GEO-TRAC	United States	Registered	78227738	2907283	Mar 19, 2003 Nov 30, 2004
Tireco, Inc.	HIGH LIFE	United States	Registered	75710216	2422188	Jun 14, 1999 Jan 16, 2001
Tireco, Inc.	INTERCEPTOR	United States	Abandoned	87325844		Feb 6, 2017
Tireco, Inc.	INTERCEPTOR	United States	Allowed	90476912		Jan 20, 2021
Tireco, Inc.	MILESTAR Logo	United States	Registered	77411951	3632592	Mar 3, 2008 Jun 2, 2009 Apr 8, 1999
Tireco, Inc.	MOBILE MAX	United States	Abandoned	75677188	2332381	Mar 21, 2000
Tireco, Inc.	MUD MAX	United States	Abandoned	78108377	2757561	Feb 12, 2002 Aug 26, 2003
Tireco, Inc.	MUDSTAR	United States	Registered	78228207	2907284	Mar 20, 2003 Nov 30, 2004
Tireco, Inc.	NANCO	United States	Registered	75561282	2295850	Sep 29, 1998 Nov 30, 1999
Tireco, Inc.	PATAGONIA A/T	United States	Abandoned	85164206	3999843	Oct 28, 2010 Jul 19, 2011
Tireco, Inc.	PLANET	United States	Registered	75674945	2332357	Apr 6, 1999 Mar 21, 2000
Tireco, Inc.	THE OFFICIAL TIRE OF ADVENTURE	United States	Registered	87346133	5581542	Feb 22, 2017 Oct 9, 2018
Tireco, Inc.	QUALITY ASSURED	United States	Abandoned	78108393	2730951	Feb 13, 2002 Jun 24, 2003
Tireco, Inc.	SENDEL	United States	Registered	75674978	2332360	Apr 7, 1999 Mar 21, 2000
Tireco, Inc.	SKID MAX	United States	Abandoned	78108374	2672288	Feb 12, 2002 Jan 7, 2003

Owner	Mark	Country	Status	Application Number	Registration Number	Application Date or Registration Date
Tireco, Inc.	SPARTAN	United States	Registered	76578319	2927598	February 27, 2004 February 22, 2005
Tireco, Inc.	STEELPRO	United States	Registered	86023840	4732269	Jul 30, 2013 May 5, 2015
Tireco, Inc.	SUMMERSNOW	United States	Abandoned	85884158	4561153	Mar 22, 2013 Jul 1, 2014
Tireco, Inc.	TIRECO	United States	Registered	78095509	2739347	Nov 28, 2001 Jul 15, 2003
Tireco, Inc.	TOURBAHN	United States	Abandoned	87135801		Aug 11, 2016
Tireco, Inc.	TOURBAHN	United States	Registered	90148550	6339166	Aug 31, 2020 May 4, 2021
Tireco, Inc.	TRAC-GARD	United States	Registered	78686700	3120373	Aug 5, 2005 Jul 25, 2006
Tireco, Inc.	VAGARE	United States	Abandoned	78731192	3190213	Oct 11, 2005 Dec 26, 2006
Tireco, Inc.	WEATHERGUARD	United States	Registered	87120097	5449202	Jul 28, 2016 Apr 17, 2018
Tireco, Inc.	TIRE UNIVERSE	United States	Registered	87307119	5284670	Jan 19, 2017 Sep 12, 2017
Tireco, Inc.	STATE OF SPEED (cl. 35, 41)	United States	Registered	88584400	6885241	Aug 19, 2019 Oct 25, 2022
Tireco, Inc.	MILETECH	United States	Registered	88762695	6274046	Jan 16, 2020 Feb 16, 2021
Tireco, Inc.	TDX	United States	Registered	90255381	6523895	Oct 14, 2020 Oct 19, 2021
Tireco, Inc.	PATAGONIA BLACK LABEL	United States	Registered	90299126	6867101	Nov 4, 2020 Oct 4, 2022
Tireco, Inc.	TIRECO DISTRIBUTORS	United States	Pending	97404030		May 10, 2022

Owner	Mark	Country	Status	Application Number	Registration Number	Application Date or Registration Date
Tireco, Inc.	ELEVATE CASH REWARDS	United States	Pending	97392144		May 2, 2022