

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dealer Tire, LLC		06/01/2023	Limited Liability Company: DELAWARE
Dent Wizard International, LLC		06/01/2023	Limited Liability Company: DELAWARE
Sonsio, LLC		06/01/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as the Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5542317	GEOTOUR	
Registration Number:	6323755	GEODRIVE	
Registration Number:	7035879	POINTSPLUS	
Registration Number:	4727342	MAGIC ONE	
Registration Number:	4727200	M 1 MAGIC ONE	
Registration Number:	4727199	M 1	
Registration Number:	6793145	SONSIO VEHICLE PROTECTION	
Registration Number:	6793151	SONSIO VEHICLE PROTECTION	
Registration Number:	6206460	HERO TIRE & WHEEL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
Phone:	2124552592		

CH \$240.00 5542317

Email: jnull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2179

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 06/07/2023

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 1, 2023 (this “Agreement”), is made by each of the parties listed on the signature pages hereof (each a “Grantor” and, together, “Grantors”), in favor of JPMorgan Chase Bank, N.A., as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2018 (as amended by Amendment No. 1 and Joinder to Credit Agreement dated as of February 5, 2020, as further amended by Amendment No. 2 to Credit Agreement dated as of December 7, 2020, as further amended by Amendment No. 3 and Joinder to Credit Agreement dated as of June 30, 2021, as further amended by Amendment No. 4 and Joinder to Credit Agreement dated as of June 24, 2022, as further amended by that certain Amendment No. 5 to Credit Agreement, dated as of December 14, 2022, and as may be further amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among DT Intermediate, LLC, a Delaware limited liability company (“Holdings”), DEALER TIRE, LLC, a Delaware limited liability company (“Dealer Tire”), the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Dealer Tire and each of the entities listed on the signature pages thereto as a Grantor and each of the other entities that becomes a party thereto as a Grantor, have executed and delivered the Security Agreement, dated as of December 14, 2018 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, but excluding the Excluded Property:

(i) Trademarks, including the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all rights, priorities and privileges related thereto, and (iii) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any “intent to use” Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office 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 such “intent to use” Trademark application or any registration issuing therefrom under federal law.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

GRANTORS:

DEALER TIRE, LLC
DENT WIZARD INTERNATIONAL, LLC
SONSIO, LLC,

By: Debra Sibila
Name: Debra Sibila
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: 
Name: Michael Lepro
Title: Executive Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date	Grantor
GeoTour	87509212	06/18/2017	5542317	08/14/2018	Dealer Tire, LLC
GEODRIVE	88810807	02/26/2020	6323755	04/13/2021	Dealer Tire, LLC
PointsPlus	97319260	03/18/2022	7035879	4/25/2023	Dealer Tire, LLC
Magic One (typewritten) MAGIC ONE	86395186	09/15/2014	4727342	04/28/2015	Dent Wizard International, LLC
Magic One Logo with M 1 Magic One (typewritten) 	86391836	09/11/2014	4727200	04/28/2015	Dent Wizard International, LLC
Magic One Logo with M 1 (typewritten) 	86391823	09/11/2014	4727199	04/28/2015	Dent Wizard International, LLC
Sonsio Vehicle Protection (typewritten)	90788453	06/22/2021	6793145	07/19/2022	Sonsio, LLC
Sonsio Vehicle Protection 	90788607	06/22/2021	6793151	07/19/2022	Sonsio, LLC
HERO TIRE & WHEEL (typewritten)	88352796	03/22/2019	6206460	11/24/2020	Sonsio, LLC