

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheel Pros, LLC		07/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	1 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4547913	GYMKHANA	
Registration Number:	4269895	GYMKHANA	
Registration Number:	6183309	[HOONIGAN]	
Registration Number:	5966183	HOONIGAN	
Registration Number:	6272996	HOONIGAN MEDIA MACHINE	
Registration Number:	4568464	HOONIGAN	
Registration Number:	6364651	TERRAKHANA	
Registration Number:	6272998	CLIMBKHANA	
Registration Number:	5005752	HOONIVERSE	
Registration Number:	4898865	TIRE SLAYER	
Registration Number:	6742569	CARCAINE	
Serial Number:	90549111	HOONIGAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		

OP \$315.00 4547913

Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2238933 TM 5

NAME OF SUBMITTER: Dahlia Gottlieb

SIGNATURE: /Dahlia Gottlieb/

DATE SIGNED: 01/17/2024

Total Attachments: 7

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FIRST LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”), dated July 15, 2022, is made by each of the Persons listed on the signature page hereof (each a “Grantor”) in favor of Deutsche Bank AG New York Branch, as collateral agent (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”) and Wheel Pros Intermediate, Inc., a Delaware corporation (“Holdings”) have entered into the First Lien Term Loan Credit 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 and Deutsche Bank AG New York Branch, 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, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain First Lien Security Agreement, dated as of May 11, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain First Lien Intellectual Property Security Agreement, dated as of April May 11, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement 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 all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- a. the Patents set forth in Schedule A hereto;
- b. the Trademarks 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. the Copyrights 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 Additional Collateral 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 "Additional Collateral" shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement 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 Supplement secures 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, reorganization or similar proceeding involving a Loan Party.

D. 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 Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement 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 Additional 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (*GOVERNING LAW; JURISDICTION*), SECTION 10.16 (*SERVICE OF PROCESS*) AND SECTION 10.17 (*WAIVER OF RIGHT TO TRIAL BY JURY*) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

G. This IP Security Agreement Supplement 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 IP Security Agreement Supplement 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 IP Security Agreement Supplement 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.

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

WHEEL PROS, LLC

By: _____


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

{Signature Page to First Lien IP Security Agreement Supplement}

TRADEMARK
REEL: 008319 FRAME: 0154

Schedule A

PATENTS

Issued Patents

Title	Country	Application No./ Filing Date	Patent Number Issue Date	Status	Current Owner of Record
Light assembly.	USA	15377172 2016-12-13	10107478 2018-10-23	Granted	Wheel Pros, LLC

Patent Applications

None.

Schedule B

TRADEMARKS

Registered Trademarks

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
GYMKHANA	USA	85249801 23-FEB-2011	4547913 10-JUN-2014	Registered	Wheel Pros, LLC
GYMKHANA	USA	85977809 01-FEB-2011	4269895 01-JAN-2013	Registered	Wheel Pros, LLC
[HOONIGAN] Design [HOONIGAN]	USA	88677408 01-NOV-2019	6183309 27-OCT-2020	Registered	Wheel Pros, LLC
HOONIGAN	USA	88505555 09-JUL-2019	5966183 21-JAN-2020	Registered	Hoonigan, LLC
HOONIGAN MEDIA MACHINE	USA	87188495 29-SEP-2016	6272996 16-FEB-2021	Registered	Hoonigan, LLC
HOONIGAN	USA	77839811 01-OCT-2009	4568464 15-JUL-2014	Registered	Hoonigan, LLC
TERRAKHANA	USA	87580876 23-AUG-2017	6364651 25-MAY-2021	Registered	Wheel Pros, LLC
CLIMBKHANA	USA	87189374 30-SEP-2016	6272998 16-FEB-2021	Registered	Wheel Pros, LLC
HOONIVERSE	USA	86364522 12-AUG-2014	5005752 26-JUL-2016	Registered	Wheel Pros, LLC
TIRE SLAYER	USA	85718822 31-AUG-2012	4898865 09-FEB-2016	Registered	Wheel Pros, LLC
CARCAINE	USA	90498706 29-JAN-2021	6742569 31-MAY-2022	Registered	Wheel Pros, LLC

Trademark Applications

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
HOONIGAN	USA	90549111 26-FEB-2021	--	Pending	Hoonigan, LLC

Schedule C

COPYRIGHTS

None.