

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI90074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLOY WHEEL OPCO, LLC		06/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Patriot Capital V, L.P., as Administrative Agent		
Street Address:	509 S. Exeter Street		
Internal Address:	Suite 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3122475	ALLOY WHEEL REPAIR SPECIALISTS	
Registration Number:	3232248	ALLOY WHEEL REPAIR SPECIALISTS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926854		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Ms. Cathleen F. Dahl		
Address Line 1:	DORSEY & WHITNEY LLP		
Address Line 2:	Suite 1500, 50 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M318192 (510231-13)		
NAME OF SUBMITTER:	Patricia Ankarlo		
SIGNATURE:	Patricia Ankarlo		
DATE SIGNED:	03/13/2024		
Total Attachments: 7			
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THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “SUBORDINATION AGREEMENT”) DATED AS OF JUNE 16, 2023 AMONG ALLOY WHEEL OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“AW OPCO”), ALLOY WHEEL ELITE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“AW ELITE”), AND ALLOY WHEEL FRANCHISE, LLC (“AW FRANCHISE” TOGETHER WITH AW OPCO AND AW ELITE, THE “BORROWERS”), THE OTHER OBLIGATED PARTIES PARTY THERETO, PATRIOT CAPITAL V, L.P., A DELAWARE LIMITED PARTNERSHIP (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “SUBORDINATED AGENT”), THE SUBORDINATED CREDITORS, EAST WEST BANK (“SENIOR AGENT”) AND THE SENIOR CREDITORS, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF JUNE 16, 2023 AMONG THE BORROWERS, THE OTHER OBLIGATED PARTIES PARTY THERETO FROM TIME TO TIME, THE SENIOR AGENT AND THE SENIOR CREDITORS AS SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this “*Trademark Security Agreement*”) is made as of June 16, 2023, by and between ALLOY WHEEL OPCO, LLC, a Delaware limited liability company (“*Grantor*” and “*AW OpCo*”), and PATRIOT CAPITAL V, L.P., as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, “*Administrative Agent*”).

WITNESSETH:

WHEREAS, pursuant to (a) that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) by and among AW OpCo, ALLOY WHEEL ELITE, LLC, a Delaware limited liability company, ALLOY WHEEL FRANCHISE, LLC, a Delaware limited liability company (collectively, the “*Borrowers*”), the other Obligated Parties (as defined in the Credit Agreement) from time to time party thereto, the lenders from time to time party thereto (collectively, “*Lenders*”, and each, individually, a “*Lender*”) and Administrative Agent, the Lenders agreed to extend credit to the Borrowers from time to time pursuant to the terms and conditions thereof, and (b) that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) by and among the Borrowers, the other Grantors (as defined in the Security Agreement) from time to time party thereto, and Administrative Agent, whereby the Borrowers

and the other Grantors (as defined in the Security Agreement) agreed to grant a continuing security interest in the Collateral (as defined in the Security Agreement) as set forth therein pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), this Trademark Security Agreement and the value and consideration and benefit received and to be received by the Grantor, as a result of Lenders' extension of credit to the Borrowers is a substantial and direct benefit to the Grantor.

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and to and lien on all of Grantor's right, title and interest in, to and under the following (to the extent that any of the following do not constitute Excluded Property (as defined in the Security Agreement)), whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of Grantor's United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to:

(i) the registrations and applications referred to on *Schedule 1*;

(ii) all extensions or renewals of any of the foregoing;

(iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(iv) the right to sue for past, present and future infringement, violation or dilution of any of the foregoing (including damages) or for any injury to goodwill;

(v) all products and Proceeds (as defined in the Security Agreement) of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License (collectively, subparts (i), (ii), (iii), (iv) and (v) hereof, "*Trademarks*"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including each agreement referred to on *Schedule 1* hereto (this subpart (b), "*Trademark Licenses*"), including but not limited to the rights to receive fees, royalties and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the continuing security interest created hereby secure the payment and performance of all the Secured Obligations (as defined in the Security Agreement), whether now existing or arising hereafter and including the payment of amounts that would become due but for the operation of the automatic stay under *Section 362(a)* of the Bankruptcy Code or any similar provisions of other applicable Laws

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent, at the direction of Required Lenders, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Administrative Agent with respect to any such new Trademarks or Trademark Licenses by updating *Schedule 3.15* of the Security Agreement in accordance with *Section 4.1(b)* of the Security Agreement. Without limiting the Grantor's obligations under this *Section 5*, Grantor hereby authorizes Administrative Agent, at the direction of Required Lenders, to unilaterally modify this Trademark Security Agreement by amending *Schedule 1* to include any such new Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend *Schedule 1* shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest, for the benefit of the Secured Parties, in all Trademark Collateral, whether or not listed on *Schedule 1*.

6. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, notwithstanding anything herein to the contrary, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses, in each case in accordance with *Section 4.5* of the Security Agreement, subject to a security interest hereunder.

7. RECORDATION. Grantor hereby authorizes the recording of the security interest and lien of Administrative Agent, for the benefit of the Secured Parties, on the Trademark Collateral with the United States Trademark and Patent Office.

8. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

10. **SECTION 12.12 OF THE CREDIT AGREEMENT. THE TERMS OF SECTION 12.12 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE, SERVICE OF PROCESS AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

11. **LOAN DOCUMENT.** This Trademark Security Agreement is a Loan Document for all purposes under the Credit Agreement.

12. **FINAL AGREEMENT. THIS TRADEMARK SECURITY AGREEMENT REPRESENTS THE FINAL AGREEMENT WITH RESPECT TO SECURED OBLIGATIONS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ALLOY WHEEL OPCO, LLC

By: 

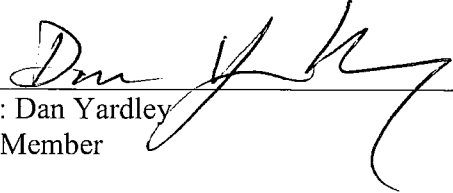
Name: Brian Steinbrueck

Title: President

ACCEPTED AND
ACKNOWLEDGED BY:

PATRIOT CAPITAL V, L.P.,
as Administrative Agent


By: Patriot Partners V, LLC
Its: General Partner

By: 
Name: Dan Yardley
Title: Member

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008367 FRAME: 0882

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
USA	ALLOY WHEEL REPAIR SPECIALISTS	3232248	4/24/2007
USA	ALLOY WHEEL REPAIR SPECIALISTS 	3122475	8/1/2006