

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakin Tire West, LLC		03/12/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2372166	LAKIN TIRE	
Registration Number:	2370129		
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	34408.03500		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	03/17/2020		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Lakin Tire West, LLC, a California limited liability company (the "Grantor"), hereby grants to HPS Investment Partners, LLC, as Collateral Agent (the "Grantee") with principal offices at 40 West 57th Street, 33rd Floor, New York, NY 10019, a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 29, 2017 (as amended, modified, restated and/or supplemented from time to time, the "**Security Agreement**"). Upon the occurrence of any termination (as set forth in Section 10 of the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 12 day of March, 2020.

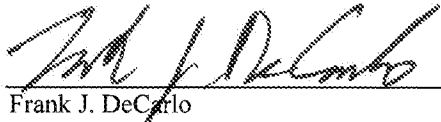
HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent and Grantee

By: _____

Name: VIKAS KESWANI

Title: MANAGING DIRECTOR

LAKIN TIRE WEST, LLC

By: 
Name: Frank J. DeCarlo
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule A
Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
LAKIN TIRE	75582990	11/2/1998	2372166	8/1/2000	Lakin Tire West, LLC*
DESIGN	75581463	11/2/1998	2370129	7/25/2000	Lakin Tire West, LLC*

* Currently registered in the prior name of Lakin Tire West Incorporated; in process of being updated to reflect conversion to LLC.

Schedule A

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RECORDED: 03/17/2020

TRADEMARK
REEL: 006894 FRAME: 0041