

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Intellectual Property Collateral at Reel/Frame No. 7221/0430

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		05/11/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Just Wheels & Tires LLC
Street Address:	5347 S. Valentia Way, Suite 200
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3177101	BEYERN
Registration Number:	3257930	BLACK RHINO
Registration Number:	5988879	BLACK RHINO HARD ALLOYS
Registration Number:	3057005	BLACK RHINO WHEELS
Registration Number:	5446261	BR
Registration Number:	3437387	COVENTRY
Registration Number:	3131328	CRAY
Registration Number:	5270937	CRAY
Registration Number:	3644759	GENIUS
Registration Number:	2561936	GOOD ROADS
Registration Number:	4616366	LEVEL 8
Registration Number:	3808401	LUMARAI
Registration Number:	3177147	MANDRUS
Registration Number:	3234045	MANDRUS WHEELS
Registration Number:	5968802	OHM
Registration Number:	3381173	REDBOURNE
Registration Number:	5435900	RF
Registration Number:	4340173	ROTARY FORGED

OP \$790.00 3177101

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5564169	RUFF
Registration Number:	5513324	STATUS
Registration Number:	5185561	STATUS ALLOY WHEELS
Registration Number:	5714994	G
Registration Number:	2028528	TSW
Registration Number:	5270717	TSW
Registration Number:	5617371	TUFF A.T.
Registration Number:	5734810	TUFF OFF ROAD
Registration Number:	3234046	VICTOR EQUIPMENT
Registration Number:	4397519	X O LUXURY
Registration Number:	5513321	XO
Registration Number:	4799170	PETROL
Registration Number:	3906004	HUNTINGTON ENGINEERED ALLOYS

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 057121-0395

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 05/12/2021

Total Attachments: 7

source=WheelPros - Release of First Lien Security Interest in Intellectual Property Collateral [TSW Joinder]#page1.tif

source=WheelPros - Release of First Lien Security Interest in Intellectual Property Collateral [TSW Joinder]#page2.tif

source=WheelPros - Release of First Lien Security Interest in Intellectual Property Collateral [TSW Joinder]#page3.tif

source=WheelPros - Release of First Lien Security Interest in Intellectual Property Collateral [TSW Joinder]#page4.tif

source=WheelPros - Release of First Lien Security Interest in Intellectual Property Collateral [TSW Joinder]#page5.tif

source=WheelPros - Release of First Lien Security Interest in Intellectual Property Collateral [TSW Joinder]#page6.tif

source=WheelPros - Release of First Lien Security Interest in Intellectual Property Collateral [TSW Joinder]#page7.tif

**RELEASE OF FIRST LIEN SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**, dated as of May 11, 2021 (this “Release”), is made by ANTARES CAPITAL LP (the “Collateral Agent”), in favor of JUST WHEELS & TIRES LLC, a California limited liability company (the “Grantor”).

WITNESSETH

WHEREAS, Grantor, the other parties party thereto from time to time, and the Collateral Agent are parties to that certain Amended and Restated First Lien Security Agreement, dated as of November 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by the Amended and Restated First Lien Security Agreement Supplement, dated as of March 15, 2021, by the Grantor and acknowledged and agreed to by Wheel Pros, LLC, a Delaware limited liability company, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed the First Lien Intellectual Property Security Agreement, dated as of March 15, 2021 (the “Intellectual Property Security Agreement”) and recorded with the U.S. Patent and Trademark Office on March 15, 2021 at Reel/Frame Nos. 55599/0202 and 7221/0430, pursuant to which the Grantor granted to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a continuing security interest in (a)(i) all of Grantor’s right, title and interest in, to and under the United States patents and patent applications (the “Patents”) set forth on Schedule I attached hereto, (ii) any and all rights and privileges arising under applicable Law with respect to such Grantor’s use of the Patents, (iii) any and all inventions and improvements described and claimed therein, (iv) any and all reissues, divisions, continuations, renewals, extensions, reexaminations and continuations-in-part thereof, (v) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) any and all rights corresponding thereto throughout the world, and (vii) any and all rights to sue for past, present or future infringements thereof (clause (a), the “Patent Collateral”), and (b)(i) all of Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule I attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (ii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof (clause (b), the “Trademark Collateral” and together with the Patent Collateral, the “Intellectual Property Collateral”).

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in and to all right, title and interest in and to the Collateral.

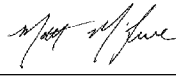
NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under all of the Collateral, including the issued patents, patent applications, trademark registrations, and trademark applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Collateral Agent may have

obtained in, to and under the Collateral under the Security Agreement and the Intellectual Property Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Matt McLure
Title: Duly Authorized Signatory

SCHEDULE I
to
RELEASE OF FIRST LIEN SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL

PATENTS AND PATENT APPLICATIONS

No.	Title	Application No./ Filing Date	Patent No./ Issue Date	Status	Registrant
1.	Radar Tread Sensing For Wheel Well	16/516,340 19-Jul-19	--	--	Just Wheels & Tires LLC

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Trademark Name	App Number	Filing Date	Reg Number	Reg Date	Registrant
1.	BEYERN	78796,194	20-Jan-06	3,177,101	28-Nov-06	Just Wheels & Tires LLC
2.	BLACK RHINO	78796,208	20-Jan-06	3,257,930	1-Jul-07	Just Wheels & Tires LLC
3.	Black Rhino Hard Alloys	88724,128	19-Jul-19	5,988,879	18-Feb-20	Just Wheels & Tires LLC
4.	BLACK RHINO WHEELS	78931,513	17-Feb-05	3,857,003	7-Feb-06	Just Wheels & Tires LLC
5.	BR logo	87447,158	12-May-17	5,446,261	17-Apr-18	Just Wheels & Tires LLC
6.	COVENTRY	77206,079	14-Jun-07	3,457,387	27-May-08	Just Wheels & Tires LLC
7.	CRAY	78638,865	18-May-05	3,131,328	15-Aug-06	Just Wheels & Tires LLC
8.	CRAY	87317,512	16-Jan-17	5,270,937	22-Aug-17	Just Wheels & Tires LLC
9.	GENIUS	77503,403	18-Jun-08	3,644,759	13-Jun-09	Just Wheels & Tires LLC
10.	GOOD ROADS	78938,362	8-Dec-00	2,561,936	16-Apr-02	Just Wheels & Tires LLC
11.	LEVEL 8	86118,236	13-Nov-13	4,616,366	7-Oct-14	Just Wheels & Tires LLC
12.	LUMAPAI	77784,609	17-Jul-09	3,808,401	22-Jun-10	Just Wheels & Tires LLC
13.	MANDEUS	78808,004	6-Feb-06	3,177,147	28-Nov-06	Just Wheels & Tires LLC
14.	MANDEUS WHEELS	78638,864	18-May-05	3,234,045	24-Apr-07	Just Wheels & Tires LLC
15.	QHM	88222,887	10-Dec-18	5,988,802	21-Jan-20	Just Wheels & Tires LLC
16.	REDBOURNE	77206,047	14-Jun-07	3,381,173	12-Feb-08	Just Wheels & Tires LLC
17.	RF	87097,261	8-Jul-16	5,435,900	3-Apr-18	Just Wheels & Tires LLC
18.	ROTARY FORGED	85626,129	15-May-14	4,340,173	21-May-15	Just Wheels & Tires LLC
19.	RUFF	87711,551	7-Dec-17	5,564,180	18-Sep-18	Just Wheels & Tires LLC
20.	STATUS	87711,532	7-Dec-17	5,513,324	10-Jul-18	Just Wheels & Tires LLC
21.	STATUS ALLOY WHEELS	87158,174	1-Sep-16	5,185,561	18-Apr-17	Just Wheels & Tires LLC
22.	Stylized G	88089,390	23-Aug-18	5,714,994	2-Apr-19	Just Wheels & Tires LLC
23.	TGW	75012,305	31-Oct-85	2028528	7-Jan-97	Just Wheels & Tires LLC
24.	TGW logo	87314,448	26-Jan-17	5,270,717	22-Aug-17	Just Wheels & Tires LLC
25.	TUFF A.T.	87699,731	30-Apr-18	5,617,371	27-Nov-18	Just Wheels & Tires LLC

26.	TUFF OFFROAD	87711,565	7-Dec-17	5,734,810	23-Apr-19	Just Wheels & Tires LLC
27.	VICTOR EQUIPMENT	78838,866	18-May-05	1,214,646	14-Apr-07	Just Wheels & Tires LLC
28.	X O LUXURY	85875,542	12-Jul-12	4,397,519	1-Sep-13	Just Wheels & Tires LLC
29.	XO	87711,424	7-Dec-17	5,513,321	10-Jul-18	Just Wheels & Tires LLC
30.	PETROL	86568,581	13-Jan-15	4,799,170	25-Aug-15	Just Wheels & Tires LLC
31.	HUNTINGTON ENGINEERED ALLOYS	85075,334	10-Jan-10	3,906,004	11-Jan-11	Just Wheels & Tires LLC

COPYRIGHT REGISTRATIONS

None.