

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Just Wheels & Tires LLC		03/15/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East		
Internal Address:	Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
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	
TRADEMARK			

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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: 2027393001

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.

Phone: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: Attn: TMSU

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0705
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	03/17/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated March 15, 2021, is between the Person listed on the signature pages hereof (“Grantor”) and Wells Fargo Bank, National Association, 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 “Parent Borrower”), Wheel Pros Intermediate, Inc., a Delaware corporation (“Holdings”), and the other Borrowers and Guarantors from time to time party thereto have entered into the Amended and Restated ABL Credit and Guarantee Agreement, dated as of November 10, 2020 (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 Wells Fargo Bank, National Association, 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, as a condition precedent to the making of the Revolving Loans by the Lenders from time to time, the entry into Secured Swap Agreements by the Hedge Providers from time to time and the entry into Secured Cash Management Agreements by the banks or other financial institutions providing Cash Management Services from time to time, Grantor has executed and delivered that certain Amended and Restated Security Agreement Supplement, dated as of the date hereof (the “Security Agreement Supplement”), to that certain Amended and Restated ABL Security Agreement, dated as of November 10, 2020 (as supplemented by the Security Agreement Supplement, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement and the Security Agreement Supplement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed thereunder to execute this IP Security Agreement 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, Grantor agrees as follows:

A. Grant of Security. Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those 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. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, 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 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 Collateral of 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 "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all Secured Obligations of 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 secures, as to Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by 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, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together

constitute one and the same instrument. This IP Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. 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 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 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

1. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES).

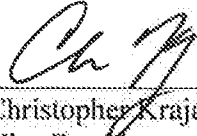
2. Section 21 of the Security Agreement is incorporated by reference herein *mutatis mutandis*.

[Remainder of Page Intentionally Left Blank]

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

JUST WHEELS & TIRES LLC,
a California limited liability company,
as Grantor

By:


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

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
a national banking association,
as Collateral Agent

By: **Dennis King** Digitally signed by Dennis King
Date: 2021.03.12 17:10:05
-08'00'

Name: Dennis King
Title: Vice President

Schedule A
U.S. Patents and Patent Applications

Title	TYPE	Status	App. No.	Filing Date	Owner
Radar Tread Sensing For Wheel Well	ORD	Published	16/516,340	19-Jul-19	Just Wheels & Tires LLC

Schedule B
U.S. Trademark Registrations and Applications

Country	Trademark Name	App Number	Filing Date	Reg Number	Reg Date	Next Renewal	
US	BEYERN	78/796,194	20-Jan-06	3,177,101	28-Nov-06	28-Nov-26	Just Wheels & Tires LLC
US	BLACK RHINO	78/796,208	20-Jan-06	3,257,930	3-Jul-07	3-Jul-27	Just Wheels & Tires LLC
US	Black Rhino Hard Alloys	88/524,128	19-Jul-19	5,988,879	18-Feb-20	18-Feb-30	Just Wheels & Tires LLC
US	BLACK RHINO WHEELS	76/931,513	17-Feb-05	3,057,005	7-Feb-06	7-Feb-26	Just Wheels & Tires LLC
US	BR logo	87/447,158	12-May-17	5,446,261	17-Apr-18	17-Apr-28	Just Wheels & Tires LLC
US	COVENTRY	77/206,079	14-Jun-07	3,437,387	27-May-08	27-May-28	Just Wheels & Tires LLC
US	CRAY	76/638,865	18-May-05	3,131,328	15-Aug-06	15-Aug-26	Just Wheels & Tires LLC
US	CRAY	87/317,512	30-Jan-17	5,270,937	22-Aug-17	22-Aug-27	Just Wheels & Tires LLC
US	GENIUS	77/503,405	19-Jun-08	3,644,759	23-Jun-09	23-Jun-29	Just Wheels & Tires LLC
US	GOOD ROADS	78/038,362	8-Dec-00	2,561,936	16-Apr-02	16-Apr-22	Just Wheels & Tires LLC
US	LEVEL 8	86/118,236	13-Nov-13	4,616,366	7-Oct-14	7-Oct-24	Just Wheels & Tires LLC
US	LUMARAI	77/784,009	17-Jul-09	3,808,401	22-Jun-10	22-Jun-30	Just Wheels & Tires LLC
US	MANDRUS	78/808,004	6-Feb-06	3,177,147	28-Nov-06	28-Nov-26	Just Wheels & Tires LLC
US	MANDRUS WHEELS	76/638,864	18-May-08	3,234,045	24-Apr-07	24-Apr-27	Just Wheels & Tires LLC
US	OHM	88/222,887	10-Dec-18	5,968,802	21-Jan-20	21-Jan-30	Just Wheels & Tires LLC
US	REDBOURNE	77/206,047	14-Jun-07	3,381,173	12-Feb-08	12-Feb-28	Just Wheels & Tires LLC
US	RF	87/097,261	8-Jul-16	5,435,900	3-Apr-18	3-Apr-28	Just Wheels & Tires LLC
US	ROTARY FORGED	85/626,129	15-May-14	4,340,173	21-May-13	21-May-23	Just Wheels & Tires LLC

US	RUFF	87/711,551	7-Dec-17	5,564,169	18-Sep-18	18-Sep-28	Just Wheels & Tires LLC
US	STATUS	87/711,532	7-Dec-17	5,513,324	10-Jul-18	10-Jul-28	Just Wheels & Tires LLC
US	STATUS ALLOY WHEELS	87/158,174	1-Sep-16	5,185,561	18-Apr-17	18-Apr-27	Just Wheels & Tires LLC
US	Stylized G	88/089,390	23-Aug-18	5,714,994	2-Apr-19	2-Apr-29	Just Wheels & Tires LLC
US	TSW	75/012,705	31-Oct-95	2028528	7-Jan-97	7-Jan-27	Just Wheels & Tires LLC
US	TSW logo	87/314,446	26-Jan-17	5,270,717	22-Aug-17	22-Aug-27	Just Wheels & Tires LLC
US	TUFF A.T.	87/899,731	30-Apr-18	5,617,371	27-Nov-18	27-Nov-28	Just Wheels & Tires LLC
US	TUFF OFF ROAD	87/711,565	7-Dec-17	5,734,810	23-Apr-19	23-Apr-29	Just Wheels & Tires LLC
US	VICTOR EQUIPMENT	76/638,866	18-May-05	3,234,046	24-Apr-07	24-Apr-27	Just Wheels & Tires LLC
US	X O LUXURY	85/675,542	12-Jul-12	4,397,519	3-Sep-13	3-Sep-23	Just Wheels & Tires LLC
US	XO	87/711,484	7-Dec-17	5,513,321	10-Jul-18	10-Jul-28	Just Wheels & Tires LLC
US	PETROL	86/500,501	12-Jan-15	4,799,170	25-Aug-15	25-Aug-25	Just Wheels & Tires LLC
US	HUNTINGTON ENGINEERED ALLOYS	85/075,334	30-Jun-10	3,906,004	11-Jan-11	11-Jan-21	Just Wheels & Tires LLC

Schedule C
U.S. Copyright Registrations

None.

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RECORDED: 03/17/2021

TRADEMARK
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