

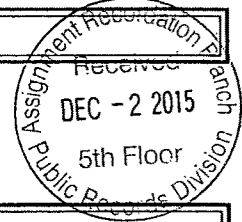
11/16/15
Re 503581958

PATENT

12/02/2015



103674019



Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the INCORRECT PATENT NUMBER D517696 previously recorded on Reel 037045 Frame 0765. Assignor(s) hereby confirms the SECURITY INTEREST GRANTED TO CIT FINANCE LLC, AS AGENT.										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>TGC COMPONENTS LLC</td> <td>11/13/2015</td> </tr> </tbody> </table>		Name	Execution Date	TGC COMPONENTS LLC	11/13/2015						
Name	Execution Date										
TGC COMPONENTS LLC	11/13/2015										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>CIT FINANCE LLC, AS AGENT</td> </tr> <tr> <td>Street Address:</td> <td>1 CIT DRIVE</td> </tr> <tr> <td>City:</td> <td>LIVINGSTON</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07039</td> </tr> </table>		Name:	CIT FINANCE LLC, AS AGENT	Street Address:	1 CIT DRIVE	City:	LIVINGSTON	State/Country:	NEW JERSEY	Postal Code:	07039
Name:	CIT FINANCE LLC, AS AGENT										
Street Address:	1 CIT DRIVE										
City:	LIVINGSTON										
State/Country:	NEW JERSEY										
Postal Code:	07039										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>D517969</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	D517969						
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Patent Number:	D517969										
CORRESPONDENCE DATA											
<p>Fax Number: (214)981-3400 Phone: 214-981-3483 Email: dclark@sidley.com <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> Correspondent Name: DUSAN CLARK, ESQ. Address Line 1: SIDLEY AUSTIN LLP Address Line 2: 2001 ROSS AVENUE, SUITE 3600 Address Line 4: DALLAS, TEXAS 75201</p>											
ATTORNEY DOCKET NUMBER:	18965-30450										
NAME OF SUBMITTER:	DUSAN CLARK										
Signature:	/Dusan Clark/										
Date:	11/23/2015										

Additional property numbers:

REGISTERED PATENTS

Title	Patent No.
Vehicle Wheel	D546261
Vehicle Wheel	D536293
Vehicle Wheel	D524713
Vehicle Tire	D704623
Vehicle Wheel	D705715

PATENT APPLICATIONS

Title	Application No.
Moto-hammer Tire	29503056

Total Attachments: 8 source=Wheels#page1.tif source=Wheels#page2.tif source=Wheels#page3.tif source=Wheels#page4.tif source=Wheels#page5.tif source=Wheels#page6.tif source=Wheels#page7.tif source=Wheels#page8.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT3628586
Receipt Date:	11/23/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.211/16/2015
503570262

EPAS ID: PAT3616889

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TGC COMPONENTS LLC	11/13/2015
RECEIVING PARTY DATA		
Name:	CIT FINANCE LLC, AS AGENT	
Street Address:	1 CIT DRIVE	
City:	LIVINGSTON	
State/Country:	NEW JERSEY	
Postal Code:	07039	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	D546261	
Patent Number:	D536293	
Patent Number:	D524713	
Patent Number:	D704623	
Patent Number:	D705715	
Patent Number:	D517696	
Application Number:	29503056	
CORRESPONDENCE DATA		
Fax Number:	(214)981-3400	
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Phone:	214-981-3483	
Email:	dclark@sidley.com	
Correspondent Name:	DUSAN CLARK, ESQ.	
Address Line 1:	SIDLEY AUSTIN LLP	
Address Line 2:	2001 ROSS AVENUE, SUITE 3600	
Address Line 4:	DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	18965-30450	
NAME OF SUBMITTER:	DUSAN CLARK	
SIGNATURE:	/Dusan Clark/	
DATE SIGNED:	11/16/2015	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 13, 2015, is made by TGC Components LLC, a Delaware limited liability company (the "Grantor"), in favor of CIT Finance LLC ("CIT"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (including by the First Amendment to Credit Agreement dated as of October 22, 2015 and the Second Amendment to Credit Agreement dated as of November 13, 2015), the "Credit Agreement"), by and among Wheel Pros Holdings, Inc., a Delaware corporation ("Holdings"), as Initial Borrower, Wheel Pros, LLC, a Delaware limited liability company (together with Holdings, the "Borrower"), as Assuming Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and CIT, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make available their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or Credit Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following

Collateral of the Grantor, but excluding all Excluded Property, including any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Termination. This Patent Security Agreement shall terminate and the Lien on the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Patent Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

TGC COMPONENTS LLC, d/b/a Colorado
Components

as Grantor

By: 

Name: Jody W. Groce

Title: Co-President and Co-Chief Executive Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CIT FINANCE LLC
as Agent.

By: *David Manheim*
Name: *David Manheim*
Title: *Duly Authorized Signatory*

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Patent No.
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Vehicle Tire	D704623
Vehicle Wheel	D705715
Vehicle Wheel	D517969

2. PATENT APPLICATIONS

Title	Application No.
Moto-hammer Tire	29503056