

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5518440

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF FIRST LIEN SECURITY INTEREST IN UNITED STATES PATENTS	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	AMCOR INDUSTRIES, INC.	07/13/2018
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	D727720
	Patent Number:	9051962
	Patent Number:	D711732
CORRESPONDENCE DATA		
Fax Number:	(213)891-8763	
<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>		
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:	057121-0288	
NAME OF SUBMITTER:	RHONDA DELEON	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	05/10/2019	
Total Attachments: 4		
source=Wheel Pros - Amcor Joinder - First Lien Patent Security Agreement (Execution Version 7.13.18)_LEGAL#page1.tif		
source=Wheel Pros - Amcor Joinder - First Lien Patent Security Agreement (Execution Version		

7.13.18)_LEGAL#page2.tif

source=Wheel Pros - Amcor Joinder - First Lien Patent Security Agreement (Execution Version

7.13.18)_LEGAL#page3.tif

source=Wheel Pros - Amcor Joinder - First Lien Patent Security Agreement (Execution Version

7.13.18)_LEGAL#page4.tif

GRANT OF FIRST LIEN SECURITY INTEREST IN UNITED STATES PATENTS

July 13, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMCOR INDUSTRIES, INC. (the “Grantor”), hereby grants to ANTARES CAPITAL LP, with offices at 500 West Monroe Street, Chicago, Illinois 60661 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States patents and patent applications (the “Patents”) set forth on Schedule A 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.

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 First Lien Security Agreement by, among Grantee, WHEEL PROS INTERMEDIATE, INC., a Delaware corporation, as a Guarantor, and the other Grantors (as such term is defined therein) party thereto, dated as of April 4, 2018 (as amended by the Joinder Agreement to the First Lien Security Agreement, dated as of the date hereof, by and between Grantor and Grantee, and as further amended, modified, restated and/or supplemented from time to time, 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

GRANTOR:

AMCOR INDUSTRIES, INC.

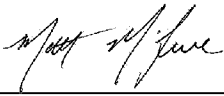
By: 

Name: Christopher Krajacic

Title: Chief Financial Officer and Vice
President


GRANTEE:

ANTARES CAPITAL LP

By: _____

Name: Matt Mclure

Title: Duly Authorized Signatory

By: _____

Name: Jason Quinn

Title: Duly Authorized Signatory

SCHEDULE A

<u>Registered Owner/Applicant</u>	<u>Title</u>	<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
AMCOR INDUSTRIES, INC.	Wheel lock	USA	11/1/2013	29/471,588	US D727,720 S	4/28/2015
AMCOR INDUSTRIES, INC.	Fastener	USA	11/1/2013	14/070,403	US 9,051,962 B2	6/9/2015
AMCOR INDUSTRIES, INC.	Wheel lock	USA	11/1/2013	29/471,589	US D711,732 S	8/26/2014