

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5518448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES PATENTS
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
ALL SALES MANUFACTURING INC.	12/14/2018

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	9481308
Patent Number:	9004521
Patent Number:	D611885
Patent Number:	D558101

CORRESPONDENCE DATA

Fax Number: (213)891-8763

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.

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ATTORNEY DOCKET NUMBER:	057121-0288
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/10/2019

Total Attachments: 4

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GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES PATENTS

December 14, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of ALL SALES MANUFACTURING INC., a California corporation, and READYLIFT SUSPENSION, INC., a Nevada corporation (each, a "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 such 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 each applicable Grantor, as such term is defined in the Second 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 Second Lien Security Agreement, dated as of the date hereof, by and between each 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.

GRANTORS:

ALL SALES MANUFACTURING INC.

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

READYLIFT SUSPENSION, INC.

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


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>
All Sales Manufacturing Inc.	Grille-Step Assembly Mountable To A Vehicle	US	10/21/2014	14/519,551	US 9481308	11/1/2016
All Sales Manufacturing Inc.	Ball Mount Holder Assembly	US	10/2/2013	14/044,106	US 9004521	4/14/2015
All Sales Manufacturing Inc.	Fuel door	US	4/6/2009	29/334,968	US D611885	3/16/2010
All Sales Manufacturing Inc.	Trailer Hitch Cover	US	10/25/2006	29/249,883	US D558101	12/25/2007
ReadyLift Suspension, Inc.	Adjustable Strut Spacer	US	6/9/2008	12/135,696	US 7665743	2/23/2010