

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380967

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entity type of the secured party Johnson Bank to State Bank: Wisconsin previously recorded on Reel 005727 Frame 0360. Assignor(s) hereby confirms the security interest in trademarks.
RESUBMIT DOCUMENT ID:	900356700

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drake Automotive Group, LLC	FORMERLY known as and successor in interest to Drake Automotive Group, Inc., a Nevada corporation	12/24/2015	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Johnson Bank
Street Address:	333 East Wisconsin Avenue
Internal Address:	Suite 82
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	State Bank: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4869007	C CORSO FEROCCE

CORRESPONDENCE DATA

Fax Number: 4149788675
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: 414 277 5675
Email: marta.levine@quarles.com
Correspondent Name: Marta S. Levine
Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	160906.00046
NAME OF SUBMITTER:	Marta S. Levine
SIGNATURE:	/MartaLevine/

TRADEMARK

DATE SIGNED:

04/18/2016

Total Attachments: 11

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372587

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drake Automotive Group, LLC	FORMERLY known as and successor in interest to Drake Automotive Group, Inc., a Nevada corporation	12/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Johnson Bank		
Street Address:	333 East Wisconsin Avenue		
Internal Address:	Suite 82		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	State Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85906682	C CORSO FEROCO	
CORRESPONDENCE DATA			
Fax Number:	4149788675		
<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>			
Phone:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	160906.00046		
NAME OF SUBMITTER:	Marta S. Levine		
SIGNATURE:	/MartaLevine/		
DATE SIGNED:	02/09/2016		
Total Attachments: 3			

CH \$40.00 85906682

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is dated as of December 24, 2015 among DRAKE AUTOMOTIVE GROUP, LLC, a Delaware limited liability company, formerly known as and successor in interest to Drake Automotive Group, Inc., a Nevada corporation ("Drake" or "Borrower") and JOHNSON BANK, as administrative agent (the "Agent") for the lenders ("Lenders") from time to time party to the Security Agreement referred to below.

WHEREAS, the Borrower, the Agent, and others have entered into a Security Agreement dated as of the date hereof (the "Security Agreement").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to and are in addition to those 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 Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of the Borrower (as defined in the Security Agreement), pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than unasserted contingent claims for reimbursement or indemnification), the Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Borrower hereby grants to the Agent a security interest in (1) all of the Borrower's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Borrower, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the business with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same, provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

IN WITNESS WHEREOF, the Borrower has executed this Confirmatory Grant effective as of the above-indicated date.

DRAKE AUTOMOTIVE GROUP, LLC

By: 

Name: Bradley A. Barker

Title: Vice President, Treasurer and
Assistant Secretary

Signature Page for Confirmatory Grant of
Security Interest in United States Trademarks

TRADEMARK
REEL: 005768 FRAME: 0005

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS**

Trademark/Service Mark Applications (U.S.)		
Registration Number:	Serial Number:	Mark:
N/A	85906682	Corso Feroce
N/A	86563884	Legendary Wheel Company

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

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NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

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(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of the Borrower (as defined in the Security Agreement), pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than unasserted contingent claims for reimbursement or indemnification), the Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Borrower hereby grants to the Agent a security interest in (1) all of the Borrower's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Borrower, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the business with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same, provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

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DRAKE AUTOMOTIVE GROUP, LLC

By: 

Name: Bradley A. Barker

Title: Vice President, Treasurer and
Assistant Secretary

Signature Page for Confirmatory Grant of
Security Interest in United States Trademarks

TRADEMARK
REEL: 005768 FRAME: 0008

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS**

Trademark/Service Mark Applications (U.S.)		
Registration Number:	Serial Number:	Mark:
N/A	85906682	Corso Feroce
N/A	86563884	Legendary Wheel Company

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