

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mavis Southeast LLC		01/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Penfund Partners, Inc.		
Street Address:	Suite 610 333 Bay Street		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3849962	SERVICE ADVANTAGE PREVENTATIVE AUTO CARE	
Registration Number:	4917010	KAUFFMAN TIRE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	19127-4		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	01/08/2018		
Total Attachments: 5			
source=Mavis 2L TMSA#page1.tif			
source=Mavis 2L TMSA#page2.tif			

CH \$65.00 3849962

source=Mavis 2L TMSA#page3.tif

source=Mavis 2L TMSA#page4.tif

source=Mavis 2L TMSA#page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 8, 2018, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of Penfund Partners, Inc. (“Penfund”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amendment No. 1 to Amended and Restated Second Lien Credit Agreement, dated as of January 8, 2018 (the “Second Lien Amendment No. 1”), which amends that certain Amended and Restated Second Lien Credit Agreement, dated as of August 5, 2015 (as amended, the “Credit Agreement”), by and among Mavis Tire Supply LLC (the “Borrower”), Mavis Tire Holdings LLC (“Holdings”), the other Persons party thereto as Guarantors, the financial institutions from time to time party thereto as Lenders (each, a “Lender” and collectively, the “Lenders”), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Second Lien Guaranty and Security Agreement, dated as of October 31, 2014, (as supplemented by that certain Second Lien Joinder Agreement, dated as of August 5, 2015, as further supplemented by that certain Second Lien Joinder Agreement, dated as of January 5, 2018 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Second Lien Amendment No. 1 and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark 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 such Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the “Trademark Collateral”):

(a) all of its United States Trademarks (other than Trademarks that constitute Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

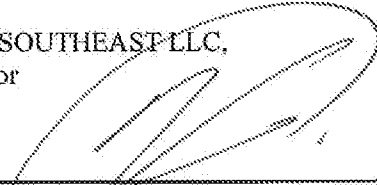
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This 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 Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAVIS SOUTHEAST LLC,
as Grantor

By: 
Name: Victor S. Sorbaro
Title: Co-Chief Executive Officer and President

ACKNOWLEDGED AND AGREED
as of the date first above written:

PENFUND PARTNERS, INC. as
Administrative Agent



By: _____

Name: Richard Bradlow

Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

REGISTERED TRADEMARKS

Grantor	Record Owner	Trademark	Filing Date	Reg. No.	Serial No.	Registration Date
Mavis Southeast LLC	Mavis Southeast LLC	Service Advantage	February 15, 2010	3,849,962	77/935,857	September 21, 2010
Mavis Southeast LLC	Mavis Southeast LLC	Kauffman Tire	December 15, 2014	4,917,010	86/481,018	March 15, 2016