

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GB Auto Service, Inc.		10/19/2018	Corporation: DELAWARE
GB Auto Service San Diego, LLC		10/19/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44TH Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5064971	HOME OF THE BUY 2 GET 2	
Registration Number:	4504660	EVANS TIRE & SERVICE CENTERS TIRES · WHE	
Registration Number:	4342881	EVANS TIRE & SERVICE CENTERS WHY SHOP AN	
Registration Number:	4324701	EVANSTIRE.COM	
Registration Number:	4348436	EVANS TIRE & SERVICE CENTERS	
Registration Number:	3899833	TIRE WORKS TOTAL CAR CARE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	11668 / 346		
NAME OF SUBMITTER:	Christine Slattery		

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SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/06/2019
Total Attachments: 5 source=UPDATED Ares GB Auto Trademark Security Agreement#page1.tif source=UPDATED Ares GB Auto Trademark Security Agreement#page2.tif source=UPDATED Ares GB Auto Trademark Security Agreement#page3.tif source=UPDATED Ares GB Auto Trademark Security Agreement#page4.tif source=UPDATED Ares GB Auto Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Ares Capital Corporation (“Ares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 19, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GB Auto Service, Inc., GB Auto Service Holdings, Inc., the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Lenders, as L/C Issuer and as a Lender, 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 Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 19, 2018, in favor of the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each 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. Each 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, pledges and hypothecates 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 Trademarks, 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each 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. Each 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 their Trademarks.

Section 5. Counterparts. This Trademark 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 6. Governing Law. This Trademark 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GB AUTO SERVICE, INC., as a Grantor

By: Matthew Burke
Name: Matthew Burke
Title: Vice President and Secretary

GB AUTO SERVICE SAN DIEGO, LLC, as a Grantor

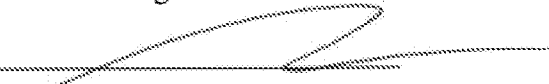
By: Matthew Burke
Name: Matthew Burke
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006637 FRAME: 0358

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006637 FRAME: 0359

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GB Auto Service San Diego, LLC	Home of the Buy 2 Get 2	5064971	February 3, 2015
GB Auto Service San Diego, LLC	EVANS TIRE & SERVICE CENTERS TIRES BRAKES SHOCKS ALIGNMENTS	4504660	July 18, 2013
GB Auto Service San Diego, LLC	EVANS TIRE & SERVICE CENTERS WHY SHOP ANYWHERE ELSE	4342881	December 16, 2009
GB Auto Service San Diego, LLC	EVANSTIRE.COM	4324701	December 09, 2009
GB Auto Service San Diego, LLC	EVANS TIRE & SERVICE CENTERS	4348436	December 09, 2009

GB Auto Service, Inc.

TIRE WORKS TOTAL CAR CARE

3899833

January 4, 2011