

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest in United States Trademarks		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReadyLift Suspension, Inc.		12/14/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4343255	DON'T JUST LIFT IT...READYLIFT IT	
Registration Number:	5553001	RUGGED OFF ROAD	
Registration Number:	3269437	READYLIFT	
Registration Number:	3889875	SST	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	05/11/2019		
Total Attachments: 4			
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source=Wheel Pros - ReadyLift Joinder - 2L Trademark Security Agreement (Executed) (12.14.18)#page4.tif

GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

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 trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) 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, (v) any and all rights corresponding thereto throughout the world, and (vi) 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]

**TRADEMARK
REEL: 006643 FRAME: 0386**

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

GRANTORS:

ALL SALES MANUFACTURING INC.

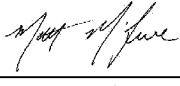
By: 
Name: Christopher Krajacic
Title: Vice President and Chief Financial Officer

READYLIFT SUSPENSION, INC.

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

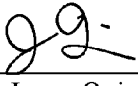
GRANTEE:

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>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ReadyLift Suspension, Inc.	“DON'T JUST LIFT IT...READYLIFT IT”	USA	85429506	9/22/2011	4343255	5/28/2013
ReadyLift Suspension, Inc.	“RUGGED OFF ROAD”	USA	87339215	2/16/2017	5553001	9/4/2018
ReadyLift Suspension, Inc.	“READYLIFT”	USA	78584684	3/10/2005	3269437	7/24/2007
ReadyLift Suspension, Inc.	“SST”	USA	85022915	4/26/2010	3889875	12/14/2010
All Sales Manufacturing Inc.	“HANG-A-HITCH”	USA	85717937	8/31/2012	4401903	9/10/2013
All Sales Manufacturing Inc.	“ROCK IT HARD”	USA	77468171	5/7/2008	3532322	11/11/2008