

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Les Schwab Warehouse Center, LLC	FORMERLY Les Schwab Warehouse Center, Inc.	11/02/2020	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn, Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3231851	ALIGNMENT · BRAKES · SHOCKS
Registration Number:	5273901	BACK COUNTRY
Registration Number:	4969657	BACK COUNTRY SQ-4
Registration Number:	4271871	BEST TIRE VALUE PROMISE
Registration Number:	5487098	CALDERA TIRES
Registration Number:	5487434	CALDERA TIRES
Registration Number:	5503442	CONFIDENCE
Registration Number:	1012156	DEAN
Registration Number:	4872097	DEAN TIRES
Registration Number:	4994912	DOING THE RIGHT THING MATTERS
Registration Number:	3952185	DOING THE RIGHT THING SINCE 1952
Registration Number:	1600474	"IF WE CAN'T GUARANTEE IT, WE WON'T SELL
Registration Number:	4406422	
Registration Number:	2300368	LES SCHWAB QUICK FIT
Registration Number:	2578428	LES SCHWAB TIRE CENTER
Registration Number:	3255054	LES SCHWAB TIRE CENTER
Registration Number:	2370066	LES SCHWAB
Registration Number:	2429887	LES SCHWAB TIRES
Registration Number:	5788209	LES SCHWAB TIRES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5546321	MAZAMA TIRES
Registration Number:	5670911	MAZAMA TIRES
Registration Number:	1149725	MORE MILE
Registration Number:	5556317	OPEN RANGE
Registration Number:	5541307	OPEN RANGE SQM-3
Registration Number:	1520703	OUR BUSINESS IS EARNING YOUR TRUST
Registration Number:	2795481	PRIDE IN PERFORMANCE
Registration Number:	2547373	PRIDE IN PERFORMANCE
Registration Number:	5556094	REPUTATION
Registration Number:	4989819	ROAD CONTROL NW-3
Registration Number:	1137351	SNOW FLEX
Registration Number:	3990890	THIS IS MY LES SCHWAB STORY
Registration Number:	2435133	TIRES LES SCHWAB
Registration Number:	4777288	TIRES LES SCHWAB
Registration Number:	2827000	TIRES LES SCHWAB XTREME POWER BUILT TOUG
Registration Number:	5051385	WINTERCAT
Registration Number:	1394766	XHD

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/02/2020

Total Attachments: 9

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ABL TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2020 (this “Agreement”), among Les Schwab Warehouse Center, LLC (f/k/a Les Schwab Warehouse Center, Inc.) (the “Grantor”) and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) the ABL Credit Agreement, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among LS Group Parent OpCo LLC, a Delaware limited liability company (“OpCo Holdings”), MG-LS PropCo Holdings LLC, a Delaware limited liability company (“PropCo Holdings” and together with OpCo Holdings, “Holdings”), LS Group OpCo Acquisition LLC, a Delaware limited liability company (the “Lead Borrower” and together with the other Borrowers from time to time party thereto, the “Borrowers”), the Lenders and Issuing Banks from time to time party thereto JPMORGAN CHASE BANK, N.A., as the Administrative Agent and Collateral Agent, and (b) the Collateral Agreement, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among OpCo Holdings, the Borrowers, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement. For purposes of this Agreement, “Trademarks” shall mean, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, slogans and other source identifiers, in each case whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or jurisdiction, including all goodwill associated therewith or symbolized thereby, (b) all registrations thereof, and all registrations and applications filed in connection therewith, including in the United States Patent and Trademark Office, (c) all reissues, continuations, extensions and renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (e) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (f) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets and property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, regardless of where located (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Grantor, including those listed on Schedule I attached hereto; and
- (b) to the extent not covered by clause (a), all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest granted pursuant to this Agreement attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interest granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than (A) indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending and (B) Secured Swap Obligations and Secured Cash Management Obligations), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including by .PDF) shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**LES SCHWAB WAREHOUSE CENTER, LLC, as
Grantor**


By: _____
Name: John W. Cuniff
Title: Chief Executive Officer

[Signature Page to ABL Trademark Security Agreement]



**TRADEMARK
REEL: 007093 FRAME: 0377**


**JPMORGAN CHASE BANK, N.A., as Collateral
Agent**

By 
Name: Anna C. Araya
Title: Executive Director


**Schedule I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration Number	Registration Date	Marks	Jurisdiction	Status	Class	Next Maintenance Deadline
3231851	4/17/2007	ALIGNMENT • BRAKES • SHOCKS	United States of America	Registered	Class 35 Class 37	Apr-17-2027
5273901	8/29/2017	BACK COUNTRY	United States of America	Registered	Class 12	Aug-29-2023
4969657	5/31/2016	BACK COUNTRY SQ-4	United States of America	Registered	Class 12	May-31-2022
4271871	1/8/2013	BEST TIRE VALUE PROMISE	United States of America	Registered	Class 35	Jan-08-2023
5487098	6/5/2018	CALDERA TIRES	United States of America	Registered	Class 12	Jun-05-2024
5487434	6/5/2018		United States of America	Registered	Class 12	Jun-05-2024
5503442	6/26/2018	CONFIDENCE	United States of America	Registered	Class 12	Jun-26-2024
1012156	6/3/1975	DEAN	United States of America	Registered	Class 12	Jun-03-2025
4872097	12/15/2015		United States of America	Registered	Class 12	Dec-15-2021
4994912	7/5/2016	DOING THE RIGHT THING MATTERS	United States of America	Registered	Class 35 Class 37	Jul-05-2022
3952185	4/26/2011	DOING THE RIGHT THING SINCE 1952	United States of America	Registered	Class 35	Apr-26-2021

1600474	6/12/1990	"IF WE CAN'T GUARANTEE IT, WE WON'T SELL IT!"	United States of America	Registered	Class 09 Class 12 Class 42	Jun-12-2030
4406422	9/24/2013		United States of America	Registered	Class 35 Class 37	Sep-24-2023
2300368	12/14/1999		United States of America	Registered	Class 12	Dec-14-2029
2578428	6/11/2002	LES SCHWAB TIRE CENTER	United States of America	Registered	Class 35 Class 37	Jun-11-2022
3255054	6/26/2007	LES SCHWAB TIRE CENTER	United States of America	Registered	Class 35 Class 37	Jun-26-2027
2,370,066	7/25/2000	LES SCHWAB	United States of America	Registered	Class 09 Class 12 Class 35 Class 37	Jul-25-2030
2429887	2/20/2001	LES SCHWAB TIRES	United States of America	Registered	Class 35	Feb-20-2021
5788209	6/25/2019		United States of America	Registered	Class 35 Class 37	Jun-25-2025
5546321	8/21/2018	MAZAMA TIRES	United States of America	Registered	Class 12	Aug-21-2024
5670911	2/5/2019		United States of America	Registered	Class 12	Feb-05-2025
1149725	3/31/1981	MORE MILE	United States of America	Registered	Class 12	Mar-31-2021

5556317	9/4/2018	OPEN RANGE	United States of America	Registered	Class 12	Sep-04-2024
5541307	8/14/2018	OPEN RANGE SQM-3	United States of America	Registered	Class 12	Aug-14-2024
1520703	1/17/1989	OUR BUSINESS IS EARNING YOUR TRUST	United States of America	Registered	Class 09 Class 12	Jan-17-2029
2795481	12/16/2003	PRIDE IN PERFORMANCE	United States of America	Registered	Class 36	Dec-16-2023
2547373	3/12/2002	PRIDE IN PERFORMANCE	United States of America	Registered	Class 35 Class 37	Mar-12-2022
5556094	9/4/2018	REPUTATION	United States of America	Registered	Class 12	Sep-04-2024
4989819	6/28/2016	ROAD CONTROL NW-3	United States of America	Registered	Class 12	Jun-28-2022
1137351	7/1/1980	SNOW FLEX	United States of America	Registered	Class 35	Jan-04-2021
3990890	7/5/2011	THIS IS MY LES SCHWAB STORY	United States of America	Registered	Class 35	Jul-05-2021
2435133	3/13/2001	TIRES LES SCHWAB	United States of America	Registered	Class 09 Class 12 Class 35 Class 37	Mar-13-2021
4777288	7/21/2015		United States of America	Registered	Class 09 Class 12 Class 35 Class 37	Jul-21-2021

2827000	3/30/2004		United States of America	Registered	Class 09	Mar-30-2024
5051385	9/27/2016	WINTERCAT	United States of America	Registered	Class 12	Sep-27-2022
1394766	5/27/1986	XHD	United States of America	Registered	Class 09	May-27-2026