

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606322

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Term Loan 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: | 4 Chase Metrotech Center |
| Internal Address: | Mail Code NY1-C413 |
| City: | Brooklyn |
| State/Country: | NEW YORK |
| Postal Code: | 11245-0001 |
| 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 |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 5788209 | LES SCHWAB TIRES |
| 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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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.), an Oregon limited liability company (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 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 “OpCo Borrower”), LS Group PropCo Acquisition LLC, a Delaware limited liability company (the “PropCo Borrower” and together with the OpCo Borrower, the “Borrowers”) and the Lenders from time to time party thereto and 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 Holdings, the Borrowers, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders 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 as consideration for Loans previously made. 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.

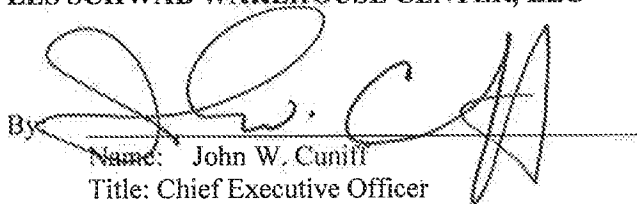
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

LES SCHWAB WAREHOUSE CENTER, LLC

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007093 FRAME: 0406

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

By: 
Name: Lynn Braun
Title: Executive Director

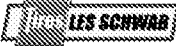

Schedule I
to
TRADEMARK SECURITY AGREEMENT

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 | <u>CALDERA</u> | 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 | <u>DEAN TIRES</u> | 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 |

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| 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 |

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| 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 |

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| 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 |