

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Michigan Wheel Operations, LLC		02/17/2012	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Sterling National Bank
Street Address:	500 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1032941	AC
Registration Number:	2698776	AMBUSH
Registration Number:	3023511	BALLISTIC
Registration Number:	3121365	BALLISTIC
Registration Number:	1914799	DURAQUAD
Registration Number:	781976	DYNA-QUAD
Registration Number:	781975	EQUI-QUAD
Registration Number:	1032942	FEDERAL
Registration Number:	3216499	GOLD LINE
Registration Number:	2007693	HY TORQ
Registration Number:	1047208	MICHIGAN
Registration Number:	3638013	MICHIGAN WHEEL
Registration Number:	1032939	M-P
Registration Number:	921456	

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TRADEMARK

Registration Number:	2058391	RAPTURE
Registration Number:	3604776	VORTEX
Registration Number:	1088632	WC
Registration Number:	1174086	WORK HORSE
Registration Number:	2698800	XHS
Registration Number:	3543507	APOLLO
Registration Number:	2185035	MICHIGAN MATCH
Registration Number:	646755	DYNA-JET

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	103638
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/22/2012

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MICHIGAN WHEEL OPERATIONS, LLC
1501 Buchanan Avenue S.W.
Grand Rapids, MI 49507

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company - Michigan
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 17, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: STERLING NATIONAL BANK

Internal Address: _____

Street Address: 500 Seventh Avenue

City: New York

State: NY

Country: U.S.A. Zip: 10018

- Association Citizenship national banking association
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I to Trademark Security Agreement

B. Trademark Registration No.(s)

See Schedule I to Trademark Security Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Loeb & Loeb LLP, attn: Loukia Harris, Paralegal

Internal Address: _____

Street Address: 345 Park Avenue

City: New York

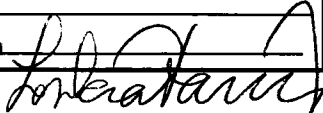
State: New York Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

9. Signature:



Signature

Loukia Harris

Name of Person Signing

02/21/2012

Date

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

Total number of pages including cover sheet, attachments, and document:

6

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 17, 2012, is made by the undersigned (the "Company") to and in favor of STERLING NATIONAL BANK, a national banking association for itself and as agent for the Lender Parties

("Lender"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH

RECITALS:

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender proposes to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Lender all of its right, title and interest in and to, and granted to the Lender a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in and a collateral assignment of the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the applicable office or agency of the United States of America, referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Lender in all of the Company’s right, title and interest in, to and under the following (collectively, the **“Property”**): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all releases, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company’s business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company’s name or in its own name, but in any case at the Company’s expense, and the Company hereby agrees to reimburse the Lender for all expenses, including

reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of New York.

Signature Page to Follow

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

“COMPANY”

MICHIGAN WHEEL OPERATIONS, LLC

By: *Kenneth Creech*
Name: KENNETH CREECH
Title: CFO

On February 16, 2012, before me personally came Kenneth Creech to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CFO of Michigan Wheel Operations, LLC, who being by me duly sworn, did depose and say that he (she) is the CFO of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its board of directors (or other governing body); that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.

Janet A. Englerth
Notary Public
My Commission Expires: August 16, 2012

[NOTARIAL SEAL]

JANET A. ENGLERTH
Notary Public, State of Michigan
County of Barry
My Commission Expires August 16, 2012
Serving in the County of Kenosha

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
AC	1,032,941	09/18/1996
AMBUSH	2,698,776	03/18/2003
BALLISTIC	3,023,511	12/06/2005
BALLISTIC	3,121,365	07/25/2006
DURAQUAD	1,914,799	11/28/2005
DYNA-JET	646,755	02/05/1997
DYNA-QUAD	781,976	01/31/2005
EQUI-QUAD	781,975	01/31/2005
FEDERAL	1,032,942	02/15/2006
GOLD LINE	3,216,499	03/06/2007
HY TORQ	2,007,693	10/15/1996
MICHIGAN	1,047,208	08/22/1996
MICHIGAN WHEEL	3,638,013	06/16/2009
M-P	1,032,939	03/04/2006
MW (Wave Logo)	921,456	10/05/1971
RAPTURE	2,058,391	04/29/1997
VORTEX	3,604,776	04/14/2009
WC	1,088,632	01/05/1998
WORK HORSE	1,174,086	10/14/2001
XHS	2,698,800	03/18/2003
APOLLO	3,543,507	12/09/2008
MICHIGAN MATCH	2,185,035	08/25/1998

PENDING U.S. TRADEMARK APPLICATIONS

<u>DESCRIPTION</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
None		