

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marastar, LLC		08/07/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SunTrust Bank
<b>Street Address:</b>	211 Perimeter Center Parkway, Suite 100
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30346
<b>Entity Type:</b>	Domestic Bank Corporation: GEORGIA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4137261	UNIVERSAL FIT
Registration Number:	4137220	TIRE AID
Registration Number:	4048847	EASY FIT
Registration Number:	3170307	UNIVERSAL FIT FLAT-FREE WHEELBARROW TIRE
Registration Number:	3170305	UNIVERSAL WHEELBARROW TIRE
Registration Number:	3678641	YARD ROVER
Registration Number:	3407569	UNIVERSAL FIT AIR FILLED HAND TRUCK/UTIL
Registration Number:	3407568	UNIVERSAL FIT FLAT FREE HAND TRUCK/UTILI
Registration Number:	3300257	UNIVERSAL FIT AIR FILLED WHEELBARROW TIR

## CORRESPONDENCE DATA

Fax Number: 2122592533

*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: 2124082533

Email: nytmdpt@bakerbotts.com

Correspondent Name: Lauren Emerson

Address Line 1: Baker Botts LLP, 30 Rockefeller Plaza

Address Line 2: 44th Floor

CH \$240.00 4137261

**Address Line 4:** New York, NEW YORK 10112

**NAME OF SUBMITTER:** Lauren Beth Emerson

**SIGNATURE:** /lbe/

**DATE SIGNED:** 08/07/2015

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of August 7, 2015, by the undersigned (the "Grantor"), in favor of SUNTRUST BANK, as Revolving Collateral Agent, for the benefit of the holders of the Secured Obligations.

### W I T N E S S E T H :

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 31, 2013 (including all annexes or exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "ABL Security Agreement") among THE CARLSTAR GROUP LLC, a Delaware limited liability company, CARLSTAR FINANCE INC., a Delaware corporation, CARLSTAR HOLDINGS LLC, the other grantors from time to time party thereto, and SUNTRUST BANK, as Revolving Collateral Agent.

Grantor is required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the holders of the Secured Obligations.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the ABL Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under any Trademarks (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.

3. ABL SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation of the security interests granted to the Revolving Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Parties, pursuant to the ABL Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the ABL Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event

that any provision of this Trademark Security Agreement is deemed to conflict with the ABL Security Agreement, the provisions of the ABL Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions listed in Section 10 of the ABL Security Agreement.

6. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

7. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Revolving Collateral Agent in any Collateral that constitutes Notes Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Notes Priority Collateral by the Revolving Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

MARASTAR, LLC

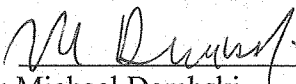
By: 

Name: Barry C. Webb Jr.

Title: Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK,  
as Revolving Collateral Agent

By: \_\_\_\_\_

Name: Michael Dembski

Title: Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

<u>Type</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Description</u>
Trademark	85503154	4137261	UNIVERSAL FIT
Trademark	85451510	4137220	TIRE AID
Trademark	85285810	4048847	EASY FIT
Trademark	78777663	3170307	UNIVERSAL FIT FLAT-FREE WHEELBARROW TIRE
Trademark	78760627	3170305	UNIVERSAL WHEELBARROW TIRE
Trademark	77539587	3678641	YARD ROVER
Trademark	77296004	3407569	UNIVERSAL FIT AIR FILLED HAND TRUCK/UTILITY TIRE
Trademark	77295994	3407568	UNIVERSAL FIT FLAT FREE HAND TRUCK/UTILITY TIRE
Trademark	77038322	3300257	UNIVERSAL FIT AIR FILLED WHEELBARROW TIRE