

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
Internal Address:	Attn: CTP Transportation Account Manager
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

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

CH \$240.00 4137261

Address Line 2: 44th Floor
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 WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes 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 "Notes 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 WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent.

Grantor is required to execute and deliver to the Notes 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 Notes Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Notes 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. NOTES 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 Notes Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Notes Secured Parties, pursuant to the Notes Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes 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 Notes Security Agreement, the provisions of the Notes 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 Notes 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 Notes Collateral Agent in any Collateral that constitutes Revolving Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Revolving Priority Collateral by the Notes 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:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: _____

Name:

Title:

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:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By:  _____
Name: Lynn M. Steiner
Title: Vice President

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