

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Forged Wheels, Inc.		10/26/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Mobile Hi-Tech Wheels		
Street Address:	19200 South Reyes Avenue		
City:	Rancho Dominguez		
State/Country:	CALIFORNIA		
Postal Code:	90221		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5104968	SPECIALTY FORGED	
CORRESPONDENCE DATA			
Fax Number:	3107853590		
<i>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.</i>			
Phone:	3105533000		
Email:	rhandler@glaserweil.com		
Correspondent Name:	Robert L. Handler c/o Glaser Weil		
Address Line 1:	10250 Constellation Blvd.		
Address Line 2:	19th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	06648-001 GW		
NAME OF SUBMITTER:	Robert L. Handler		
SIGNATURE:	/RLH/		
DATE SIGNED:	11/04/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is made as of October 26, 2017, by and between SPECIALTY FORGED WHEELS, INC., a Florida corporation, with an address at 12146 SW 114th Place, Miami, Florida 33176 ("Grantor"), and MOBILE HI-TECH WHEELS, a California corporation, with an address at 19200 South Reyes Avenue, Rancho Dominguez, California 90221 ("Secured Party").

RECITALS

A. Grantor has made a certain Secured Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time the "Note") to Secured Party, regarding certain indebtedness of Grantor to Secured Party.

B. To secure the Note, Grantor has agreed to grant to Secured Party a security interest in all of its personal property, including but not limited to the Collateral (as defined below).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of Grantor's obligations under the Note, Grantor hereby grants a security interest to Secured Party in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, now owned or hereafter acquired, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of any of the Trademarks;

(c) All licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is the sole owner of the Collateral;

(b) Grantor has not entered into any license, use or royalty agreement regarding any of the Trademarks;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral without the prior written consent of Secured Party, which may be withheld in its sole discretion;

(e) Upon written request by Secured Party, Grantor shall promptly notify Secured Party in writing of the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any trademark not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, (ii) use commercially reasonable efforts to detect infringements of the Trademarks and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(g) Grantor shall promptly give Secured Party written notice of any applications or registrations of Trademarks filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall, prior to the filing of any such applications or registrations, execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such Trademarks to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations;

(h) This Agreement creates, and in the case of after-acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Note;

(i) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(j) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(k) Upon any officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after ten (10) days prior written notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

4. Intentionally Omitted.

5. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, if any, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, (i) to amend Exhibit A, as appropriate, to include reference to any right, title or interest in any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest, without the signature of Grantor, (ii) to file one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of a Default, to transfer the Collateral into the name of Secured Party or a third party, without the signature of Grantor, to the extent permitted under the Florida Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute a Default under this Agreement:

(a) An Event of Default occurs under the Note; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the occurrence of such breach. For purposes of this Section 6(a) a breach of Section 2(a) shall not be deemed capable of cure.

7. Remedies. Upon the occurrence and continuance of a Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies with respect to the Collateral and any other collateral of Grantor in which Secured Party has a security interest (including, without limitation, any inventory of Grantor) upon the occurrence of a Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, directors, employees, agents, successors and assigns against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of the transactions between Secured Party and Grantor under this Agreement (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. Assignment. This Agreement may not be assigned by Grantor without the prior written consent of Secured Party. Except for an assignment or transfer to a successor or to an assignee that acquires all, substantially all or a majority of the assets of Secured Party, this Agreement may not be assigned by Secured Party without the

prior written consent of Grantor. Subject to the foregoing, this Agreement shall bind, and the rights granted by this Agreement shall inure to, the respective permitted successors and assigns of Secured Party and Grantor.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard to choice of law provisions.

15. No Waiver. This Agreement shall not be deemed to modify or waive any of the provisions of the Security Agreement dated as of the date hereof between Grantor and Secured Party, which shall remain in full force and effect. In the event of any conflict between the provisions of this Agreement and such Security Agreement, the provisions of this Agreement shall control; provided that to the maximum extent permitted by law both this Agreement and such Security Agreement shall be interpreted so that each is valid and enforceable without modification.

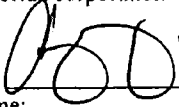
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

12146 SW 114th Place
Miami, Florida 33176
Attn: Carlos Gonzalez

SPECIALTY FORGED WHEELS, INC.,
a Florida corporation

By: 
Name: Carlos Gonzalez
Its: President.



SECURED PARTY:

Address of Secured Party:

Mobile Hi-Tech Wheels
19200 South Reyes Ave.
Compton, California 90221
Attn: A.S. Cincotta

MOBILE HI-TECH WHEELS, a California corporation

By: _____
Name: _____
Its: _____

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

GRANTOR:

Address of Grantor:

12146 SW 114th Place
Miami, Florida 33176
Attn: Carlos Gonzalez

SPECIALTY FORGED WHEELS, INC.,
a Florida corporation

By: _____
Name: _____
Its: _____

SECURED PARTY:

Address of Secured Party:

Mobile Hi-Tech Wheels
19200 South Reyes Ave.
Compton, California 90221
Attn: A.S. Cincotta

MOBILE HI-TECH WHEELS, a California corporation

By: *A.S. Cincotta*
Name: A.S. Cincotta
Its: VP

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
SPECIALTY FORGED & Design	5104968	December 20, 2016

