

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coker Tire Company		11/14/2018	Corporation:
Universal Vintage Tire, Inc.		11/14/2018	Corporation:
Roadster Wheels, LLC		11/14/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A.
Street Address:	111 West Monroe St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3181429	AMERICAN CLASSIC
Registration Number:	2704959	BECK
Registration Number:	3610011	COKER NONSKID
Registration Number:	3669977	COKER RIBBED XLR
Registration Number:	3356885	COKER TIRE
Registration Number:	2006728	GARFIELD
Registration Number:	1697529	LESTER
Registration Number:	2455606	MONSTER CRUISER
Registration Number:	1526744	PRO-TRAC
Registration Number:	3786157	STAHL SPORT
Registration Number:	2261649	THE BIG ONE
Registration Number:	3840464	COKER CLASSIC
Registration Number:	3806999	G&J
Registration Number:	3807000	G&J
Registration Number:	4715375	ROADSTER WIRE WHEELS
Registration Number:	3807018	STANWELD
Registration Number:	4017607	PHOENIX

CH \$990.00 3181429

Property Type	Number	Word Mark
Registration Number:	4144355	E70K
Registration Number:	2936807	GREAT RACE
Registration Number:	4649415	LENCKI SIX
Registration Number:	4384736	PHOENIX
Registration Number:	3950167	ROADSTER WHEEL
Registration Number:	4568440	COKER GROUP
Registration Number:	4715385	ETP EXTENDED TIRE PROTECTION
Registration Number:	4776177	ZENITH WIRE WHEELS
Registration Number:	5160628	HARTFORD
Registration Number:	4384200	
Registration Number:	3643145	C COKER CYCLE COMPANY
Registration Number:	3658695	C COKER CYCLE COMPANY
Registration Number:	3554850	COKER V2
Registration Number:	3423478	IT'S ALL ABOUT THE TIRE
Registration Number:	3236021	UNIVERSAL SPORT
Registration Number:	3859891	UNIVERSAL
Registration Number:	3869436	SPECIALTYWHEEL ALL STEEL, ALL AMERICAN
Registration Number:	3824393	SPECIALTYWHEEL
Registration Number:	3524148	GENNIE
Registration Number:	3545570	STREET ROD WIRE
Registration Number:	4813130	VINTIQUES
Registration Number:	3625553	WHEEL VINTIQUES

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Christina Wheaton

Address Line 1: 300 South Tryon Street 16th Floor

Address Line 2: Winston & Strawn LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	013757/00165
NAME OF SUBMITTER:	Christina Wheaton
SIGNATURE:	/Christina Wheaton by trademarkny/
DATE SIGNED:	11/14/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, each of Coker Tire Company, a Tennessee corporation, Universal Vintage Tire, Inc., a Tennessee corporation, and Roadster Wheels, LLC, a Tennessee limited liability company (each herein referred to as “Grantor” and collectively, the “Grantors”), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of November 14, 2018 (as amended, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among CTC Acquisition Sub, Inc., a Delaware corporation (“Merger Sub” and, prior to the consummation of the Closing Date Acquisition, the “Borrower”) to be merged with and into Coker Tire Company, a Tennessee corporation (“Coker” and, after the consummation of the Closing Date Acquisition and the Closing Date Merger, the “Borrower”), CTC Consolidated Holding Corp., a Delaware corporation (“Holdings”), the Lenders and L/C Issuers party thereto and BMO Harris Bank N.A., as administrative agent for the Lenders (including the Swingline Lender) and L/C Issuers; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of November 14, 2018 (as amended, amended and restated, supplemented and/or modified from time to time, the “Security Agreement”; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Borrower, the other grantors party thereto and BMO Harris Bank N.A., as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, “Grantee”), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), as applicable, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), as applicable, whether presently existing or hereafter created, arising or acquired:

(i) each Trademark owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments

under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and 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, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Property.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral, as applicable.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.


This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature page follows]

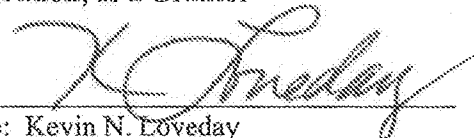
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of November, 2018.

GRANTOR:


COKER TIRE COMPANY, a Tennessee corporation, as a Grantor

By: 
Name: Kevin N. Loveday
Title: Chief Financial Officer, Treasurer & Secretary

UNIVERSAL VINTAGE TIRE, INC., a Tennessee corporation, as a Grantor

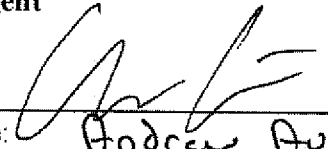
By: 
Name: Kevin N. Loveday
Title: Chief Financial Officer, Treasurer & Secretary

ROADSTER WHEELS, LLC, a Tennessee limited liability company, as a Grantor

By: 
Name: Kevin N. Loveday
Title: Chief Financial Officer, Treasurer & Secretary

ACKNOWLEDGED:

BMO HARRIS BANK N.A.,
as Agent

By: 
Name: Andrew Ault
Title: Vice President

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Grantor	Trademark	Application Number	Registration Number	Registration Date	Status
Coker Tire Company	AMERICAN CLASSIC	76639668	3181429	12/5/2006	Registered
Coker Tire Company	BECK	75772073	2704959	4/9/2003	Registered
Coker Tire Company	COKER NONSKID	77419899	3610011	4/21/2009	Registered
Coker Tire Company	COKER RIBBED XLR	77266041	3669977	8/18/2009	Registered
Coker Tire Company	COKER TIRE	77025606	3356885	12/18/2007	Registered
Coker Tire Company	GARFIELD	74552718	2006728	10/8/1996	Registered
Coker Tire Company	LESTER	74196610	1697529	6/30/1992	Registered
Coker Tire Company	MONSTER CRUISER	75187483	2455606	5/29/2001	Registered
Coker Tire Company	PRO-TRAC	73627440	1526744	2/28/1989	Registered
Coker Tire Company	STAHL SPORT	77803130	3786157	5/4/2010	Registered
Coker Tire Company	THE BIG ONE	75406208	2261649	7/13/1999	Registered
Coker Tire Company	COKER CLASSIC	77882292	3840464	8/31/2010	Registered
Coker Tire Company	G&J (Words)	77882420	3806999	6/22/2010	Registered
Coker Tire Company	G&J (Design)	77882449	3807000	6/22/2010	Registered
Coker Tire Company	ROADSTER WIRE WHEELS	86357901	4715375	4/7/2015	Registered
Coker Tire Company	STANWELD	77886012	3807018	6/22/2010	Registered
Coker Tire Company	PHOENIX (Words)	77893899	4017607	8/30/2011	Registered
Coker Tire	E70K	77929246	4144355	5/15/2012	Registered

Company					
Coker Tire Company	GREAT RACE	78181012	2936807	3/29/2005	Registered
Coker Tire Company	LENCKI SIX	85140575	4649415	12/2/2014	Registered
Coker Tire Company	PHOENIX & DESIGN	85475446	4384736	8/13/2013	Registered
Coker Tire Company	ROADSTER WHEEL DESIGN	85010671	3950167	4/26/2011	Registered
Coker Tire Company	COKER GROUP	86185014	4568440	7/15/2014	Registered
Coker Tire Company	EXTENDED TIRE PROTECTION (ETP)	86358572	4715385	4/7/2015	Registered
Coker Tire Company	ZENITH WIRE WHEELS	86450661	4776177	7/21/2015	Registered
Coker Tire Company	HARTFORD	87126919	5160628	3/14/2017	Registered
Coker Tire Company	Train Design	77862544	4384200	8/13/2013	Registered
Coker Tire Company	CYCLE COMPANY and Design	77621200	3643145	6/23/2009	Registered
Coker Tire Company	COKER CYCLE COMPANY and Design	77247657	3658695	7/21/2009	Registered
Coker Tire Company	COKER V2	77247641	3554850	12/30/2008	Registered
Coker Tire Company	IT'S ALL ABOUT THE TIRE	77025611	3423478	5/6/2008	Registered
Universal Vintage Tire, Inc.	UNIVERSAL SPORT	78698115	3236021	5/1/2007	Registered
Universal Vintage Tire, Inc.	UNIVERSAL	77943957	3859891	10/12/2010	Registered
Roadster Wheels, LLC	SPECIALTY WHEELS	77886016	3869436	11/2/2010	Registered
Roadster Wheels, LLC	SPECIALTY WHEELS (Design)	77886018	3824393	7/27/2010	Registered
Roadster Wheels,	GENNIE	77458683	3524148	10/28/2008	Registered

LLC					
Roadster Wheels, LLC	STREET ROD WIRE	77458673	3545570	12/9/2008	Registered
Roadster Wheels, LLC	VINTIQUES	85523495	4813130	9/15/2015	Registered
Roadster Wheels, LLC	WHEEL VINTIQUES	77435789	3625553	5/26/2009	Registered

TRADEMARK APPLICATIONS

None.