

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OTR WHEEL ENGINEERING, INC.		05/24/2019	Corporation: GEORGIA
SILVERSTONE, INC.		05/24/2019	Corporation: NEBRASKA
SOLIDBOSS WORLDWIDE, INC.		05/24/2019	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	CIBC BANK USA, as Administrative Agent
Street Address:	120 South LaSalle Street
Internal Address:	Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4511034	BEASTMASTER
Registration Number:	3961708	GRASS MASTER
Registration Number:	4163104	OTR
Registration Number:	4221822	T R
Serial Number:	86602657	PIRANHA
Serial Number:	87675564	BIG BITE
Serial Number:	87853732	TRAIL WARRIOR
Registration Number:	5627836	WIZZARD
Registration Number:	4748573	LAWN MASTER
Serial Number:	86196335	ASGARD
Registration Number:	4424874	FIELDMASTER
Registration Number:	4414907	RAINMAX
Registration Number:	5068796	SOLIDBOSS
Registration Number:	5443855	TRACKBOSS
Registration Number:	5215017	FORKBOSS

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86943392	LIFTBOSS
Registration Number:	5215006	WORKBOSS

CORRESPONDENCE DATA

Fax Number: 2129408776

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: 212.940.6562

Email: joanne.arnold@kattenlaw.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten Muchin Rosenman LLP

Address Line 2: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	05/24/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of May 24, 2019, by OTR WHEEL ENGINEERING, INC., a Georgia corporation, SILVERSTONE, INC., a Nebraska corporation, and SOLIDBOSS WORLDWIDE, INC., a Michigan corporation (each a “**Grantor**” and collectively, “**Grantors**”), in favor of CIBC BANK USA, as Administrative Agent for the Lenders (“**Grantee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantors own the trademark registrations, trademark applications and trademark licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantors and certain of their affiliates have entered into that certain Loan and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with Grantee and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantors have granted to Grantee a security interest and lien in substantially all the assets of Grantors, including all right, title and interest of Grantors in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant to Grantee, a continuing security interest and lien in all of Grantors’ right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each United States trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by a Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”).

Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“**PTO**”) on the basis of any Grantors’ intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is submitted to and accepted by the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

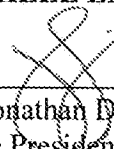
This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth therein. Grantors hereby acknowledge and affirm that the rights and remedies of Grantee with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

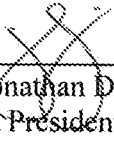
[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

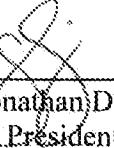
OTR WHEEL ENGINEERING, INC.

By: 
Name: Jonathan D. Gormin
Its: Vice President

SILVERSTONE, INC.

By: 
Name: Jonathan D. Gormin
Its: Vice President

SOLIDBOSS WORLDWIDE, INC.

By: 
Name: Jonathan D. Gormin
Its: Vice President

Acknowledged:

CIBC BANK USA, as Administrative Agent

By: 
Name: Jennifer Kempton
Title: Managing Director

Schedule 1
to
Trademark Security Agreement

A. OTR Wheel Engineering, Inc.

Mark	Country	Application/ Registration Number	Date Filed/ Date Registered
BEASTMASTER	U.S.	4,511,034	8-APR-14
GRASS MASTER	U.S.	3,961,708	17-MAY-11
OTR & design (w/Globe)	U.S.	4,163,104	26-JUN-12
OTR SYMBOL	U.S.	4,221,822	9-OCT-12
PIRANHA	U.S.	86/602,657	20-APR-15
BIG BITE	U.S.	87/675,564	7-NOV-17
TRAIL WARRIOR	U.S.	87/853,732	28-MAR-18
WIZZARD	U.S.	5,627,836	11-DEC-18
LAWN MASTER	U.S.	4,748,573	2-JUN-15
TRAIL WARRIOR	Canada	CA 1921997	26-SEP-18
WIZZARD	Canada	CA 1928042	31-OCT-18

B. Silverstone, Inc.

Mark	Country	Application/ Registration Number	Date Filed/ Date Registered
ASGARD	U.S.	4,818,779	22-SEPT-15
FIELDMASTER	U.S.	4,424,874	29-OCT-13
RAINMAX	U.S.	4,414,907	8-OCT-13

C. SolidBoss Worldwide, Inc.

Mark	Country	Application/ Registration Number	Date Filed/ Date Registered
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Mark	Country	Application/ Registration Number	Date Filed/ Date Registered
SOLIDBOSS	U.S.	5,068,796	25-OCT-16
TRACKBOSS	U.S.	5,443,855	10-APR-18
FORKBOSS	U.S.	5,215,017	30-MAY-17
LIFTBOSS	U.S.	5,210,542	23-MAY-17
WORKBOSS	U.S.	5,215,006	30-MAY-17
SOLIDBOSS	Canada	CA 1 895 817	25-APR-18