

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CARLSTAR GROUP LLC		05/30/2019	Limited Liability Company:
MARASTAR, LLC		05/30/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Ave		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 89			
Property Type	Number	Word Mark	
Registration Number:	5717856	TWISTER	
Registration Number:	5561008	RANCH TOUGH	
Registration Number:	5557429	ALL TURF	
Registration Number:	5463061	GARDEN BARROW	
Registration Number:	5463060	GARDEN STAR	
Registration Number:	5359845	BAJA CROSS	
Registration Number:	5425130	COYOTE	
Registration Number:	5465889	THE CARLSTAR GROUP	
Registration Number:	5265965	CRYPTID	
Registration Number:	5291673	VERSA TRAIL	
Registration Number:	5177405	ULTRA CRT	
Registration Number:	5020400	SS	
Registration Number:	5291509	MARASTAR	
Registration Number:	5350955	VV	
Registration Number:	5486851	THE CARLSTAR GROUP	
Registration Number:	5346661	THE CARLSTAR GROUP	
Registration Number:	5346662	THE CARLSTAR GROUP	
Registration Number:	4306497	TURF SMART	

CH \$2240.00 5717856

Property Type	Number	Word Mark
Registration Number:	4306498	LINKSPORT
Registration Number:	4511244	ROCK ARMOR
Registration Number:	4137261	UNIVERSAL FIT
Registration Number:	4137220	TIRE AID
Registration Number:	4306023	BLACKWATER EVOLUTION
Registration Number:	4199861	ERT
Registration Number:	4203358	SIDEWALL ARMOR
Registration Number:	4048847	EASY FIT
Registration Number:	4081109	MAYHEM
Registration Number:	4222345	WT300
Registration Number:	3744106	USA LOADER
Registration Number:	3719733	ULTRA CROSS
Registration Number:	3719463	BLACK ROCK
Registration Number:	3655660	BLACKROCK
Registration Number:	3709642	TERRATHON
Registration Number:	3803648	ULTRA GUARD LVT
Registration Number:	3732002	MUD BOSS
Registration Number:	3407568	UNIVERSAL FIT FLAT FREE HAND TRUCK/UTILI
Registration Number:	3407569	UNIVERSAL FIT AIR FILLED HAND TRUCK/UTIL
Registration Number:	3702053	TURF PRO R-3
Registration Number:	3702038	FARM SPECIALIST HA
Registration Number:	3300257	UNIVERSAL FIT AIR FILLED WHEELBARROW TIR
Registration Number:	3544052	MUD WOLF
Registration Number:	3317945	RADIAL TRAIL
Registration Number:	3707061	FAST TRAX
Registration Number:	3607730	MUD TRAX
Registration Number:	3170307	UNIVERSAL FIT FLAT-FREE WHEELBARROW TIRE
Registration Number:	3170305	UNIVERSAL WHEELBARROW TIRE
Registration Number:	3291769	TERRA CROSS
Registration Number:	3231214	ULTRA GUARD
Registration Number:	3136368	GUARD DOG
Registration Number:	3136316	DUNE STAR
Registration Number:	2996514	HOLESHOT
Registration Number:	2927317	GT CRAGER
Registration Number:	3117525	SPORT TRAIL
Registration Number:	2967667	QUADCROSS
Registration Number:	2854647	ALL TRAIL
Registration Number:	2891679	SAND STAR

Property Type	Number	Word Mark
Registration Number:	2858495	MUD LITE
Registration Number:	3087916	RELIANCE
Registration Number:	2967560	GROUND FORCE
Registration Number:	2884739	FARM SPECIALIST
Registration Number:	2776992	USA LOADER
Registration Number:	2884734	TRAC CHIEF
Registration Number:	2750917	ULTRA RIB GSE
Registration Number:	2602580	TURF MAX
Registration Number:	2490924	ITP
Registration Number:	2595712	XTRAC
Registration Number:	2865388	UNIQUE
Registration Number:	2458522	SWAMP PRO
Registration Number:	2201185	BLACKWATER
Registration Number:	2160887	TURF MASTER
Registration Number:	2160888	TURF PRO
Registration Number:	2184575	TRAIL WOLF
Registration Number:	2345834	SURE TRAIL
Registration Number:	1914785	STREET PRO
Registration Number:	1842868	TURF MATE
Registration Number:	1849202	LINKS
Registration Number:	1834559	USA TRAIL
Registration Number:	1822000	SAWTOOTH
Registration Number:	1755173	STRYKER
Registration Number:	1478604	CRAGAR AMERICA'S CHOICE
Registration Number:	1446281	STAR WIRE
Registration Number:	1344263	TOURMAX
Registration Number:	1333132	TRAIL PRO
Registration Number:	1225907	TURF-SAVER
Registration Number:	1031812	S/S
Registration Number:	1010106	CRAGAR SS
Registration Number:	0819800	CRAGAR
Serial Number:	88334175	CYCLONE
Serial Number:	87126233	YARD ROVER

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8000

Email: juan.arias@weil.com
Correspondent Name: Jackson Alldredge
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: NEW YORK, NEW YORK 10153

ATTORNEY DOCKET NUMBER: J. Alldredge-35899.0600

NAME OF SUBMITTER: Jackson Alldredge

SIGNATURE: /Jackson Alldredge/

DATE SIGNED: 05/30/2019

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of May 30, 2019, by the undersigned (collectively the "Grantors"), in favor of BARCLAYS BANK PLC, as Collateral Agent, for the benefit of the holders of the Secured Obligations.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 30, 2019 (including all annexes or exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among THE CARLSTAR GROUP LLC, a Delaware limited liability company, CARLSTAR HOLDINGS LLC, the other Grantors from time to time party thereto, and BARCLAYS BANK PLC, as Collateral Agent.

Grantors are required to execute and deliver to the 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, Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of such 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. 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 Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Creditors, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent 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 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 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 Collateral Agent in any Collateral that constitutes Term Loan Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Term Loan Priority Collateral by the 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.


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IN WITNESS WHEREOF, each 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.

THE CARLSTAR GROUP LLC

By: 
Name: Max Narancich
Title: Chief Financial Officer

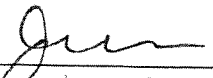
MARASTAR, LLC

By: 
Name: Max Narancich
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED AS OF
THE DATE FIRST SET FORTH ABOVE:

BARCLAYS BANK PLC

By: 
Name: JEFFREY ABRAMS
Title: MANAGING DIRECTOR

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006658 FRAME: 0012

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
THE CARLSTAR GROUP LLC	5717856	TWISTER
MARASTAR, LLC	5561008	RANCH TOUGH
THE CARLSTAR GROUP LLC	5557429	ALL TURF
MARASTAR, LLC	5463061	GARDEN BARROW
MARASTAR, LLC	5463060	GARDEN STAR
THE CARLSTAR GROUP LLC	5359845	BAJA CROSS
THE CARLSTAR GROUP LLC	5425130	COYOTE
THE CARLSTAR GROUP LLC	5465889	THE CARLSTAR GROUP
THE CARLSTAR GROUP LLC	5265965	CRYPTID
THE CARLSTAR GROUP LLC	5291673	VERSA TRAIL
THE CARLSTAR GROUP LLC	5177405	ULTRA CRT
THE CARLSTAR GROUP LLC	5020400	SS
THE CARLSTAR GROUP LLC	5291509	MARASTAR
THE CARLSTAR GROUP LLC	5350955	VV
THE CARLSTAR GROUP LLC	5486851	THE CARLSTAR GROUP
THE CARLSTAR GROUP LLC	5346661	THE CARLSTAR GROUP
THE CARLSTAR GROUP LLC	5346662	THE CARLSTAR GROUP
THE CARLSTAR GROUP LLC	4306497	TURF SMART
THE CARLSTAR GROUP LLC	4306498	LINKSPORT
THE CARLSTAR GROUP LLC	4511244	ROCK ARMOR
MARASTAR, LLC	4137261	UNIVERSAL FIT
MARASTAR, LLC	4137220	TIRE AID
THE CARLSTAR GROUP LLC	4306023	BLACKWATER EVOLUTION
THE CARLSTAR GROUP LLC	4199861	ERT
THE CARLSTAR GROUP LLC	4203358	SIDEWALL ARMOR
MARASTAR, LLC	4048847	EASY FIT
THE CARLSTAR GROUP LLC	4081109	MAYHEM

THE CARLSTAR GROUP LLC	4222345	WT300
THE CARLSTAR GROUP LLC	3744106	USA LOADER
THE CARLSTAR GROUP LLC	3719733	ULTRA CROSS
THE CARLSTAR GROUP LLC	3719463	BLACK ROCK
THE CARLSTAR GROUP LLC	3655660	BLACKROCK
THE CARLSTAR GROUP LLC	3709642	TERRATHON
THE CARLSTAR GROUP LLC	3803648	ULTRA GUARD LVT
THE CARLSTAR GROUP LLC	3732002	MUD BOSS
MARASTAR, LLC	3407568	UNIVERSAL FIT FLAT FREE HAND TRUCK/UTILITY TIRE
MARASTAR, LLC	3407569	UNIVERSAL FIT AIR FILLED HAND TRUCK/UTILITY TIRE
THE CARLSTAR GROUP LLC	3702053	TURF PRO R-3
THE CARLSTAR GROUP LLC	3702038	FARM SPECIALIST HA
MARASTAR, LLC	3300257	UNIVERSAL FIT AIR FILLED WHEELBARROW TIRE
THE CARLSTAR GROUP LLC	3544052	MUD WOLF
THE CARLSTAR GROUP LLC	3317945	RADIAL TRAIL
THE CARLSTAR GROUP LLC	3707061	FAST TRAX
THE CARLSTAR GROUP LLC	3607730	MUD TRAX
MARASTAR, LLC	3170307	UNIVERSAL FIT FLAT-FREE WHEELBARROW TIRE
MARASTAR, LLC	3170305	UNIVERSAL WHEELBARROW TIRE
THE CARLSTAR GROUP LLC	3291769	TERRA CROSS
THE CARLSTAR GROUP LLC	3231214	ULTRA GUARD
THE CARLSTAR GROUP LLC	3136368	GUARD DOG
THE CARLSTAR GROUP LLC	3136316	DUNE STAR
THE CARLSTAR GROUP LLC	2996514	HOLESHOT
THE CARLSTAR GROUP LLC	2927317	GT CRAGAR AND DESIGN
THE CARLSTAR GROUP LLC	3117525	SPORT TRAIL
THE CARLSTAR GROUP LLC	2967667	QUADCROSS
THE CARLSTAR GROUP LLC	2854647	ALL TRAIL
THE CARLSTAR GROUP LLC	2891679	SAND STAR
THE CARLSTAR GROUP LLC	2858495	MUD LITE
THE CARLSTAR GROUP LLC	3087916	RELIANCE
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THE CARLSTAR GROUP LLC	2776992	USA LOADER

THE CARLSTAR GROUP LLC	2884734	TRAC CHIEF
THE CARLSTAR GROUP LLC	2750917	ULTRA RIB GSE
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THE CARLSTAR GROUP LLC	2490924	ITP
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THE CARLSTAR GROUP LLC	2160887	TURF MASTER
THE CARLSTAR GROUP LLC	2160888	TURF PRO
THE CARLSTAR GROUP LLC	2184575	TRAIL WOLF
THE CARLSTAR GROUP LLC	2345834	SURE TRAIL
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THE CARLSTAR GROUP LLC	1478604	CRAGAR AMERICA'S CHOICE
THE CARLSTAR GROUP LLC	1446281	STAR WIRE
THE CARLSTAR GROUP LLC	1344263	TOURMAX
THE CARLSTAR GROUP LLC	1333132	TRAIL PRO
THE CARLSTAR GROUP LLC	1225907	TURF-SAVER
THE CARLSTAR GROUP LLC	1031812	S/S
THE CARLSTAR GROUP LLC	1010106	CRAGAR SS AND DESIGN
THE CARLSTAR GROUP LLC	0819800	CRAGAR

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
The Carlstar Group LLC	88334175	CYCLONE
Marastar, LLC	87126233	YARD ROVER
The Carlstar Group LLC	87375974 (ITU)	CARLSTAR
The Carlstar Group LLC	88374093 (ITU)	FARM SPECIALIST HYDRO-PRO D
The Carlstar Group LLC	88374098 (ITU)	FARM SPECIALIST HYDRO-PRO ND

The Carlstar Group LLC	88275457 (ITU)	VERSA TURF
The Carlstar Group LLC	88251971 (ITU)	FURY
The Carlstar Group LLC	88229865 (ITU)	RADIAL HAULER
The Carlstar Group LLC	88179845 (ITU)	TENACITY
The Carlstar Group LLC	88179883 (ITU)	CADENCE
The Carlstar Group LLC	88121971 (ITU)	VERSA CROSS
The Carlstar Group LLC	88119643 (ITU)	TERRA HOOK
The Carlstar Group LLC	88119658 (ITU)	TERRA CLAW
The Carlstar Group LLC	88050616 (ITU)	CARLISLE RELIANCE RADIAL ST
The Carlstar Group LLC	87947376 (ITU)	MONSOON

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
The Carlstar Group LLC	TMA1011938	Canada	ITP
The Carlstar Group LLC	TMA161878	Canada	CRAGAR
The Carlstar Group LLC	1718856	Canada	CARLSTAR Design
The Carlstar Group LLC	1718855	Canada	THE CARLSTAR GROUP Design (Horizontal)
The Carlstar Group LLC	1828476	Canada	CARLSTAR
The Carlstar Group LLC	1828484	Canada	THE CARLSTAR GROUP
The Carlstar Group LLC	1718854	Canada	THE CARLSTAR GROUP Design (Vertical)
The Carlstar Group LLC	1946587	Canada	FARM SPECIALIST
The Carlstar Group LLC	1947490	Canada	RADIAL HAULER