

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winston Products LLC		08/29/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Chemical Bank, a division of TCF National Bank		
Street Address:	2301 W. Big Beaver Road		
Internal Address:	Suite 525		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4480485	RETRACT X	
Registration Number:	5303526	FLAT CAT SOLUTION	
Registration Number:	4672749	SWOPT	
Registration Number:	3805381	BUNGEE X	
Registration Number:	3530019	RATCHET X	
Registration Number:	3982525	CARGOSMART	
Registration Number:	5381484	ECOCASE	
Registration Number:	3058750	QUADWINDER	
Registration Number:	5004180	X-TRACK	
Registration Number:	4159899	CARBON X	
Registration Number:	4593604	TOWSMART	
Registration Number:	3370175	SMARTSTRAPS	
Registration Number:	5570940	SEE WHAT YOU'VE BEEN MISSING	
Registration Number:	4529882	CARGOCANYON	
Serial Number:	87728231	FLAT CAT TAK	
Serial Number:	88156924	CLEVELAND TOOL	
Serial Number:	88157326	CT	
Serial Number:	88202547	SMARTSTRAPS	
TRADEMARK			

OP \$490.00 4480485

Property Type	Number	Word Mark
Serial Number:	87311423	SECURE YOUR PASSION

CORRESPONDENCE DATA

Fax Number: 2163634588
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: 2163634677
Email: dpoirier@beneschlaw.com
Correspondent Name: Duncan H. Poirier
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP
Address Line 2: 200 Public Square, Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	49724-1
NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	09/06/2019

Total Attachments: 26
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as it may be amended, restated or otherwise modified from time to time, this "Agreement"), is executed and delivered as of this 29th day of August, 2019, by WINSTON PRODUCTS LLC, an Ohio limited liability company (together with its successors and assigns, "Pledgor"), to CHEMICAL BANK, a division of TCF National Bank (together with its successors and assigns, "Lender").

RECITALS:

Pledgor, SMART STRAPS, LLC, an Ohio limited liability company ("Smart Straps"), TOWSMART, LLC, an Ohio limited liability company ("TowSmart"), CARGOSMART, LLC, an Ohio limited liability company ("CargoSmart"), CLEVELAND CLEANING PRODUCTS, LLC, an Ohio limited liability company ("Cleveland Cleaning"), MAKE 'EM ALL LLC, an Ohio limited liability company ("Make 'em All", and together with Pledgor, Smart Straps, TowSmart, CargoSmart, Cleveland Cleaning and each Person joined as a borrower thereto from time to time, collectively, the "Borrowers", and each individually, a "Borrower"), certain other Loan Parties (as defined in the Credit Agreement (as defined below)) which from time to time become party thereto, and Lender are entering into that certain Credit and Security Agreement, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that Borrowers obtain from Lender the Advances (as defined in the Credit Agreement), and other financial accommodations provided for in the Credit Agreement.

Pledgor understands that Lender is willing to enter into the Credit Agreement and to grant to Borrowers the Advances and such financial accommodations only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement, granting to Borrowers the Advances and such other financial accommodations and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

“Debt” shall mean the Obligations, as such term is defined in the Credit Agreement.

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“Patents” shall mean any patent and patent application in the United States, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, (a) any Borrower, (b) any Guarantor and (c) any signatory to any other Loan Document.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application all in the United States, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, for the benefit of Lender and its Affiliates, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Lender, in the case of the Collateral pledged pursuant to this Agreement as of the date hereof, and in the case of Collateral pledged pursuant to this Agreement after the date hereof, as of the date of such pledge, as follows:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Liens, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B and Schedule C attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that Pledgor now owns or uses in connection with its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A and Schedule C attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that Pledgor now owns. Pledgor represents and warrants that it owns or is licensed to use or practice under all Patent registrations and applications that it owns, uses or practices under, and that it owns all of the Patent registrations and applications listed on Schedule A. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any patent.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than as permitted with Lender's prior written consent (which shall not be unreasonably withheld, conditioned or delayed). Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Lender and its respective employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreement.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Lender may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender, in escrow, until the occurrence and continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and continuance of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Lender may, in its sole discretion, record the Assignment with the PTO. The provisions of this paragraph (a) shall not limit or contradict the provisions of the following paragraph (b) or any of the rights and remedies of Lender described therein.

(b) If an Event of Default shall occur and be continuing, in addition to Lender's rights to elect to make the Assignment effective as provided for in paragraph (a) above, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law, including without limitation all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Lender shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, the commitments of Lender under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, this Agreement shall terminate and Lender shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Lender's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Lender pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25, 26 and 27 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral except as Pledgor otherwise determines in its good faith business judgment with respect to Collateral not materially necessary for the Pledgor to operate its business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses actually incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of written demand by Lender, and, until so paid after such written demand, shall be added to the principal amount of the Debt and secured by the Collateral (and all other "Collateral" as defined in the Credit Agreement).

10. Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Lender in writing or in Pledgor's good faith business judgment with respect to Collateral not materially necessary for the Pledgor to operate its business, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been irrevocably paid in full, the commitments of Lender under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses actually incurred by Lender in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, except that such consent shall not be required if Pledgor, in its good faith business judgment, determines in its discretion that such Collateral is not viable or no longer materially necessary for the Pledgor to operate its business.

11. Lender's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action during the existence and continuance of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of written demand, reimburse and indemnify Lender for all damages, and expenses, including reasonable attorneys' fees actually incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties,

including the power to execute in the name of Pledgor and deliver to the PTO for recording instruments of assignment and/or transfer for all or any part of the Collateral naming as assignee or transferee either Lender or any party that may purchase all or any part of the Collateral at any public or private sale conducted by Lender as a secured creditor. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Lender may after notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender on demand in full for all expenses, including reasonable attorneys' fees, actually incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in its Discretion in order to effectuate, evidence or perfect Lender's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Lender prompt written notice thereof as required in the Credit Agreement.

16. Modification for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Lender may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Credit Agreement or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby, by the Credit Agreement or by the other Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Lender. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgor or Lender as the case may be, in accordance with the terms of Section 15.6 of the Credit Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applied to contracts to be performed wholly within the State of Ohio. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of Ohio, United States of America, and by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Pledgor at its address set forth in Section 15.6 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Notwithstanding anything to the contrary contained in the foregoing, any judicial proceeding by Pledgor against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Cuyahoga, State of Ohio.

24. Indemnity; Administration and Enforcement. Pledgor will reimburse Lender, promptly after receipt of Lender's written demand from time to time, for any and all fees, costs, and expenses (including, without limitation, the reasonable fees and disbursements of legal

counsel) reasonably and actually incurred by Lender, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the highest applicable margin in the Credit Agreement plus an additional two percent per annum.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Lender pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been irrevocably paid in full, the commitments of Lender under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Lender, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Lender or any of its Affiliates of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Lender or any of its Affiliates to grant any other credit to any Obligor even if Lender or any of its Affiliates thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Credit Agreement or any other Loan Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement), including without limitation, (i) any extension or change in the time of payment, and/or the manner, place or terms of payment of any or all of Debt, (ii) any renewal, extension of the maturity of the Debt, (iii) any increase or decrease of any loans and extension of credit (and/or any maximum credit limits or sublimits with respect to any such loans or extensions of credit) constituting the Debt, and/or making available to any one or more of the Borrowers or other Loan Parties any new or additional or increased loans or extensions of credit (whether such new, additional or increased loans or extensions of credit are the same or of new or different types as the loans and extensions of credit available to Borrowers and the other Loan Parties under the Credit Agreement and the other Debt as of the date hereof) and (iv) any modification of the terms and conditions under which loans and extensions of credit may be made under the Credit Agreement,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor (or compromise or settlement of the

liability of any Obligor for the Debt), whether or not Lender receives consideration for the release, compromise or settlement,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, Lien or interest, or to enforce any right or remedy, or any delay or neglect by Lender or any of its Affiliates in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of the Credit Agreement or any other Loan Document.

26. No Setoff: Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Lender or any of its Affiliates, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been irrevocably paid in full, the commitments of Lender under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

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27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDER AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, LENDER, OR ANY OF THEM.

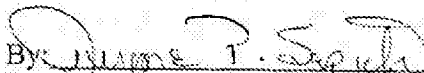
WINSTON PRODUCTS LLC

By: 
Name: Winston Breeden III
Title: Manager

[Signature Page – Intellectual Property Security Agreement (Winston Products) – Chemical/Winston Products]

TRADEMARK
REEL: 006738 FRAME: 0042

CHEMICAL BANK
a division of TCF National Bank

By: 

Name: Jerome P. Sepich
Title: Senior Vice President

[Continuation of Signature Page – Intellectual Property Security Agreement (Winston Products) – Chemical/Winston Products]

TRADEMARK
REEL: 006738 FRAME: 0043

STATE OF OHIO)
) SS:
COUNTY OF Geauga)

BEFORE ME, the undersigned authority, on this day personally appeared WINSTON BREEDEN III, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said WINSTON PRODUCTS LLC, an Ohio limited liability company, and that he/she executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of August 2019
2019.


Notary Public
My commission expires: 06-06-2022



JENNIFER E TUMA
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
06-06-2022

SCHEDULE A

Patents

See attached.

Citation	Title	Patent Type	Granted Date	Filed Date	Jurisdiction	Owner
US PAT D826017	RATCHET HANDLE	Granted->Design	August 21, 2018	January 24, 2017	United States	Winston Products LLC
US PAT D820058	RATCHET HANDLE	Granted->Design	June 12, 2018	January 24, 2017	United States	Winston Products LLC
US PAT D832667	RATCHET AND DISPLAY	Granted->Design	November 06, 2018	March 24, 2017	United States	Winston Products LLC
US PAT D776947	MERCHANDISING HANGER	Granted->Design	January 24, 2017	June 10, 2016	United States	Winston Products LLC
US PAT D768251	PUTTER GRIP	Granted->Design	October 04, 2016	March 04, 2016	United States	Winston Products LLC
US PAT D772361	PUTTER GRIP	Granted->Design	November 22, 2016	March 26, 2016	United States	Winston Products LLC
US PAT D810851	PUTTER GRIP	Granted->Design	February 20, 2018	October 03, 2016	United States	Winston Products LLC
US PAT D800612	DISPLAY STAND	Granted->Design	October 24, 2017	October 30, 2016	United States	Winston Products LLC
US PAT D798012	MALE CONNECTOR	Granted->Design	September 19, 2017	June 10, 2015	United States	Winston Products LLC
US PAT D789182	ADJUSTABLE BRACKET	Granted->Design	June 13, 2017	October 27, 2015	United States	Winston Products LLC
US PAT D819912	DUST PAN ATTACHMENT	Granted->Design	June 05, 2018	April 14, 2017	United States	Winston Products LLC
US PAT D809236	FEMALE CONNECTOR FOR A CLEANING HEAD	Granted->Design	January 30, 2018	June 10, 2015	United States	Winston Products LLC
US PAT D820549	RAMP	Granted->Design	June 12, 2018	March 07, 2017	United States	Winston Products LLC
US PAT D826016	RATCHET HANDLE	Granted->Design	August 21, 2018	May 02, 2016	United States	Winston Products LLC
US PAT D793852	TOOL HOLDER	Granted->Design	August 08, 2017	October 27, 2015	United States	Winston Products LLC
US PAT D686894	RATCHET TIE-DOWN HANDLE	Granted->Design	July 30, 2013	December 13, 2011	United States	Winston Products LLC
US PAT D731825	MERCHANDISING CONTAINERS FOR MERCHANDISING CONTAINERS FOR VEHICLE LIGHTS	Granted->Design	June 16, 2015	January 15, 2014	United States	Winston Products LLC
US PAT D731214	MERCHANDISING CONTAINERS FOR VEHICLE LIGHTS	Granted->Design	June 09, 2015	January 15, 2014	United States	Winston Products LLC
US PAT D731826	VEHICLE LIGHTS	Granted->Design	June 16, 2015	January 15, 2014	United States	Winston Products LLC
US PAT D787304	BEAM SOCKET	Granted->Design	May 23, 2017	October 27, 2015	United States	Winston Products LLC
US PAT D805377	RATCHET WITH CAMOUFLAGE PATTERN	Granted->Design	December 19, 2017	July 21, 2015	United States	Winston Products LLC
US PAT D773280	LOCKING DEVICE	Granted->Design	December 06, 2016	July 08, 2015	United States	Winston Products LLC
US PAT D798128	GRIP ACCESSORY	Granted->Design	September 26, 2017	March 18, 2016	United States	Winston Products LLC
US PAT D832624	CABINET	Granted->Design	November 06, 2018	October 27, 2015	United States	Winston Products LLC
US PAT D836737	WEIGHTED GOLF CLUB GRIP	Granted->Design	December 26, 2018	April 04, 2017	United States	Winston Products LLC
US PAT D707220	MOBILE DEVICE HOLDER	Granted->Design	June 17, 2014	November 20, 2013	United States	Winston Products LLC
US PAT D798139	CLAMP	Granted->Design	September 26, 2017	December 29, 2015	United States	Winston Products LLC
US PAT D737735	TRAILER HITCH COUPLER	Granted->Design	September 01, 2015	April 30, 2014	United States	Winston Products LLC
US PAT D720952	GRAVITY FED DISPLAY RACK FOR HITCH BALLS	Granted->Design	January 13, 2015	March 19, 2014	United States	Winston Products LLC
US PAT D721905	GRAVITY FED DISPLAY RACK FOR MULTI-BALL MOUNTS	Granted->Design	February 03, 2015	March 19, 2014	United States	Winston Products LLC
US PAT 9415716	CONNECTOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Granted->Utility	August 16, 2016	September 12, 2014	United States	Winston Products LLC
US PAT 9242522	COUPLER LOCK	Granted->Utility	January 26, 2016	October 02, 2014	United States	Winston Products LLC
US PAT 9617714	CONNECTOR ANCHOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Granted->Utility	December 13, 2016	May 19, 2016	United States	Winston Products LLC
US PAT 9902224	TRAILER HITCH COUPLER LOCKING DEVICE	Granted->Utility	February 27, 2018	July 08, 2015	United States	Winston Products LLC
US PAT 10099097	GOLF CLUB GRIP	Granted->Utility	October 16, 2018	August 26, 2016	United States	Winston Products LLC
US PAT 9797422	SHEET MATERIAL CLAMP	Granted->Utility	October 24, 2017	December 29, 2015	United States	Winston Products LLC
US PAT 9856075	REUSABLE TIE DOWN STORAGE CASE	Granted->Utility	January 02, 2018	June 13, 2016	United States	Winston Products LLC
US PAT 8382147	RAISED RAILS HITCH	Granted->Utility	February 26, 2013	May 26, 2011	United States	Winston Products LLC

US PAT APP 20170028545	CLEANING DEVICE	Application	N/A		September 8, 2016	United States	Winston Products LLC
US PAT 8376151	MERCHANDISING AND DISPLAYING OF TOWING PRODUCTS	Granted>Utility	February 19, 2013	November 18, 2010		United States	Winston Products LLC
US PAT 7131608	RETAIL PACKAGE FOR WINDING AND STORAGE OF STRAPS	Granted>Utility	November 07, 2006	January 07, 2005		United States	Winston Products LLC
US PAT 9221631	LOADING RAMP	Granted>Utility	December 29, 2015	July 10, 2014		United States	Winston Products LLC
US PAT 9193295	SEPARATE STRAP STORAGE IN A RATCHET ARRANGEMENT	Granted>Utility	November 24, 2015	December 22, 2009		United States	Winston Products LLC
US PAT 9090136	HITCH PIN	Granted>Utility	July 26, 2015	March 08, 2012		United States	Winston Products LLC
US PAT 8099836	RATCHET TIE-DOWN	Granted>Utility	January 24, 2012	September 19, 2008		United States	Winston Products LLC
US PAT 9327564	HITCH BALL MOUNT	Granted>Utility	May 03, 2016	February 10, 2011		United States	Winston Products LLC
US PAT 8973222	RETRACTABLE RATCHETTING TIE DOWN	Granted>Utility	March 10, 2015	March 16, 2012		United States	Winston Products LLC
US PAT 7942360	RETRACTABLE TOW STRAP	Granted>Utility	May 17, 2011	August 15, 2006		United States	Winston Products LLC
US PAT 8662365	HARD-SHELL CARGO CARRIER	Granted>Utility	March 04, 2014	November 22, 2011		United States	Winston Products LLC
US PAT 10052752	MERCHANDIZING SYSTEM FOR DISPLAYING CLEANING DEVICES	Granted>Utility	August 21, 2018	August 31, 2016		United States	Winston Products LLC
US PAT APP 20180339637	RATCHET TIE DOWN	Application	N/A	May 23, 2018		United States	Winston Products LLC
US PAT APP 20180042445	RECEPTACLE ATTACHMENT	Application	N/A	August 07, 2017		United States	Winston Products LLC
US PAT APP 20190009151	GOLF CLUB GRIP	Application	N/A	September 14, 2018		United States	Winston Products LLC
US PAT 10227175	REUSABLE TIE DOWN STORAGE CASE	Granted>Utility	March 12, 2019	November 07, 2017		United States	Winston Products LLC
US PAT APP 20170081137	LIGHTED LOADING RAMP	Application	N/A	September 19, 2016		United States	Winston Products LLC
US PAT 10370206	LOADING RAMP	Granted>Utility	August 6, 2019	March 07, 2017		United States	Winston Products LLC
US PAT APP 20150352707	CLEANING DEVICE	Application	N/A	June 10, 2015		United States	Winston Products LLC
US PAT 10293231	WEIGHTED GOLF CLUB GRIP	Granted>Utility	May 21, 2019	November 28, 2017		United States	Winston Products LLC
US PROV PAT APP 62/756,624	RIGID BACK AERODYNAMIC CAR TOP CARRIER BAG	Application	N/A	November 7, 2018		United States	Winston Products LLC
US PROV PAT APP 62/756,622	POP-UP AERODYNAMIC CAR TOP CARRIER BAG	Application	N/A	November 7, 2018		United States	Winston Products LLC
US PROV PAT APP 62/756,625	TELESCOPING TRUNK MOUNT BIKE RACK	Application	N/A	November 7, 2018		United States	Winston Products LLC
US PROV PAT APP 62/722,579	CAM BUCKLE LOCKING MECHANISM	Application	N/A	August 24, 2018		United States	Winston Products LLC
US PROV PAT APP 62/750,310	UNIVERSAL CROSS BAR	Application	N/A	October 25, 2018		United States	Winston Products LLC
US PROV PAT APP 62/750,311	UNIVERSAL ROOF ACCESSORY	Application	N/A	October 25, 2018		United States	Winston Products LLC
US PROV PAT APP 62/736,041	GOOSENECK HITCH BALL	Application	N/A	September 25, 2018		United States	Winston Products LLC
US PROV PAT APP 62/754,006	COLLAPSIBLE TRUNK-MOUNT BIKE RACK	Application	N/A	November 1, 2018		United States	Winston Products LLC
US PROV PAT APP 62/754,008	TELESCOPING ROOFTOP CARGO BIN	Application	N/A	November 1, 2018		United States	Winston Products LLC
US PROV PAT APP 62/754,011	HITCH-MOUNT CARGO PLATFORM	Application	N/A	November 1, 2018		United States	Winston Products LLC
US DES PAT APP 29/567,871	STORAGE CASE	Application	N/A	June 13, 2016		United States	Winston Products LLC
US DES PAT APP 29/621,908	SUBSTRATE WITH CAMOUFLAGE PATTERN	Application	N/A	October 12, 2017		United States	Winston Products LLC
US PAT D844409	GRIP ACCESSORY	Granted>Design	April 2, 2019	August 29, 2017		United States	Winston Products LLC
US DES PAT APP 29/640,786	OPEN HANDLE RATCHET	Application	N/A	March 16, 2018		United States	Winston Products LLC
US DES PAT APP 29/648,679	RATCHET HANDLE	Application	N/A	May 23, 2018		United States	Winston Products LLC
US PAT D848104	RAMP	Granted>Design	May 7, 2019	April 4, 2018		United States	Winston Products LLC

US DES PAT APP 29/648,681	STORAGE CASE	Application	N/A		May 23, 2018	United States	Winston Products LLC
	RETRACTABLE SELF-CONTAINED TIE-DOWN	Granted>Utility	January 25, 2011	November 15, 2006	July 31, 2019	United States	Winston Products LLC
US PAT 7874047	STORAGE CASE	Application	N/A		July 31, 2019	United States	Winston Products LLC
US DES PAT APP 29/700,125	CAM BUCKLE	Application	N/A		July 31, 2019	United States	Winston Products LLC
US UTILITY PAT APP 16/527,605	CAM BUCKLE	Application	N/A		July 31, 2019	United States	Winston Products LLC
US DES PAT APP 29/700,128	STORAGE CASE	Application	N/A		July 31, 2019	United States	Winston Products LLC
US DES PAT APP 29/700,129	LOCKING DEVICE	Granted>Design	April 5, 2016	July 8, 2015	July 8, 2015	Canada	Winston Products LLC
163,272	TRAILER HITCH COUPLER LOCKING DEVICE	Application			July 8, 2015	Canada	Winston Products LLC
2,896,416	SWOPT FEMALE CONNECTOR	Granted>Design	January 26, 2016	December 8, 2015	December 8, 2015	European Union	Winston Products LLC
002900407-001/002	FEMALE CONNECTOR FOR A CLEANING DEVICE	Granted>Design	March 2, 2017	December 4, 2015	December 4, 2015	Canada	Winston Products LLC
165,776	MALE AND FEMALE CONNECTOR CLEANING DEVICE	Granted>Design	December 8, 2015	December 8, 2015	December 8, 2015	European Union	Winston Products LLC
002900407-0001/0002	T-HANGER	Granted>Design	December 8, 2015	December 8, 2015	December 8, 2015	European Union	Winston Products LLC
165,775	MERCHANDIZING HANGER	Granted>Design	August 5, 2016	December 4, 2015	December 4, 2015	Canada	Winston Products LLC
002900381-001	SUBSTRATE WITH CAMOUFLAGE PATTERN	Granted>Design	August 24, 2018	January 19, 2016	January 19, 2016	Canada	Winston Products LLC
166,421	TOOL HOLDER	Granted>Design	January 16, 2017	April 27, 2016	April 27, 2016	Canada	Winston Products LLC
168,209	ROTATING BEAM SOCKET	Granted>Design	January 26, 2017	April 27, 2016	April 27, 2016	Canada	Winston Products LLC
168,210	ADJUSTABLE BRACKET	Granted>Design	February 3, 2017	April 27, 2016	April 27, 2016	Canada	Winston Products LLC
168,211	CABINET	Granted>Design	November 27, 2017	April 27, 2016	April 27, 2016	Canada	Winston Products LLC
168,115	PUTTER GRIP	Granted>Design	September 1, 2016	September 1, 2016	September 1, 2016	European Union	Winston Products LLC
00361096-1/2	GOLF PUTTER GRIP DESIGN	Application			September 2, 2016	Canada	Winston Products LLC
170,263	PUTTER GRIP	Granted>Design	June 16, 2017	September 2, 2016	September 2, 2016	Canada	Winston Products LLC
1580993	PUTTER GRIP	Granted>Design	May 15, 2017	September 2, 2016	September 2, 2016	Japan	Winston Products LLC
A2016/01276	GOLF PUTTER GRIP	Granted>Design	September 1, 2016	September 1, 2016	September 1, 2016	South Africa	Winston Products LLC
201614838/201614839	LIGHTED LOADING RAMP	Application			September 2, 2016	Republic of Korea	Winston Products LLC
30,892905-1	RATCHET HANDLE	Granted>Design	June 27, 2018	October 31, 2016	October 31, 2016	Canada	Winston Products LLC
2,942,323	RATCHET HANDLE	Granted>Design	November 28, 2016	October 31, 2016	October 31, 2016	Australia	Winston Products LLC
171,231	RATCHET HANDLE	Granted>Design	November 13, 2017	November 1, 2016	November 1, 2016	South Africa	Winston Products LLC
201616120	CLEANING DEVICE	Application			June 10, 2015	Canada	Winston Products LLC
A2016/01662	STORAGE CASE	Granted>Design	June 7, 2018	December 13, 2016	December 13, 2016	Canada	Winston Products LLC
2,951,556	STORAGE CASE	Granted>Design	August 17, 2017	December 13, 2016	December 13, 2016	Canada	Winston Products LLC
172,030	STORAGE CASE	Granted>Design	January 11, 2017	December 13, 2016	December 13, 2016	South Africa	Winston Products LLC
A2016/01898	STORAGE CASE	Granted>Design	August 17, 2017	December 13, 2016	December 13, 2016	South Africa	Winston Products LLC
201617038	STORAGE CASE	Granted>Design	August 17, 2017	December 13, 2016	December 13, 2016	South Africa	Winston Products LLC
F2016/01899	CLEANING DEVICE	Application			June 10, 2015	European Patent Office	Winston Products LLC
15796584.7	CLEANING DEVICE	Application			June 10, 2015	Office	Winston Products LLC
2015274750	CLEANING DEVICE	Application			June 10, 2015	Australia	Winston Products LLC
2017/00162	GOLF PUTTER GRIP	Granted>Design	January 31, 2017	September 2, 2016	September 2, 2016	Republic of Korea	Winston Products LLC
30,892905-2	PUTTER GRIP	Application			September 2, 2016	Canada	Winston Products LLC
173,958	PUTTER GRIP	Granted>Design	August 18, 2017	May 2, 2017	May 2, 2017	Japan	Winston Products LLC
1588999	PUTTER GRIP	Granted>Design	October 21, 2017	September 5, 2016	September 5, 2016	Taiwan R.O.C.	Winston Products LLC
D166260	STORAGE CASE	Granted>Design	June 7, 2018	December 13, 2016	December 13, 2016	Canada	Winston Products LLC
175,370	RATCHET HANDLE	Granted>Design	June 27, 2018	July 14, 2017	July 14, 2017	Canada	Winston Products LLC
176,019	RATCHET HANDLE	Granted>Design	August 9, 2017	July 24, 2017	July 24, 2017	Australia	Winston Products LLC
201714352	RATCHET HANDLE	Granted>Design	January 8, 2019	July 21, 2017	July 21, 2017	South Africa	Winston Products LLC
A2017/01134							

176,018	RATCHET HANDLE	Granted> Design	June 27, 2018	July 24, 2017	Canada	Winston Products LLC
201714353	Ratchet Handle	Granted> Design	August 9, 2017	July 24, 2017	Australia	Winston Products LLC
A2017/01135	RATCHET HANDLE	Granted> Design	March 14, 2019	July 21, 2017	South Africa	Winston Products LLC
A2017/01421	RAMP	Granted> Design	June 5, 2018	September 1, 2017	South Africa	Winston Products LLC
201715153	RAMP	Granted> Design	September 29, 2017	August 30, 2017	Australia	Winston Products LLC
176696	RAMP	Granted> Design	October 24, 2018	August 31, 2017	Canada	Winston Products LLC
A2017/01422	RAMP	Granted> Design	June 5, 2018	September 1, 2017	South Africa	Winston Products LLC
201715152	RAMP	Granted> Design	September 29, 2017	August 30, 2017	Australia	Winston Products LLC
2,987,944	REUSABLE TIE DOWN STORAGE CASE	Application		June 13, 2016	Canada	Winston Products LLC
2017/07864	REUSABLE TIE DOWN STORAGE CASE	Granted> Utility	August 29, 2018	June 13, 2016	South Africa	Winston Products LLC
2016277141	REUSABLE TIE DOWN STORAGE CASE	Granted> Utility	June 20, 2019	June 13, 2016	Australia	Winston Products LLC
A2016/01277	PUTTER GRIP	Granted> Design	May 15, 2017	September 2, 2016	South Africa	Winston Products LLC
106305877	WEIGHTED GOLF CLUB GRIP	Application		October 3, 2017	Taiwan R.O.C.	Winston Products LLC
30-2017-46708	WEIGHTED GOLF CLUB GRIP	Application		April 4, 2017	Republic of Korea	Winston Products LLC
004383271-000001/2/3/4/5	WEIGHTED GOLF CLUB GRIP	Granted> Design	November 10, 2017	October 3, 2017	European Union	Winston Products LLC
A2017/01591	WEIGHTED GOLF CLUB GRIP	Granted> Design	May 14, 2018	October 4, 2017	South Africa	Winston Products LLC
201716044	WEIGHTED GOLF CLUB GRIP-1	Application		October 3, 2017	Australia	Winston Products LLC
177474	WEIGHTED GOLF CLUB GRIP	Granted> Design	February 8, 2019	October 4, 2017	Canada	Winston Products LLC
A2017/01592	WEIGHTED GOLF CLUB GRIP	Granted> Design	May 14, 2018	October 4, 2017	South Africa	Winston Products LLC
177682	DUST PAN ATTACHMENT	Granted> Design	September 12, 2018	October 13, 2017	Canada	Winston Products LLC
20176043	WEIGHTED GOLF CLUB GRIP	Application		October 3, 2017	Australia	Winston Products LLC
178,996	SUBSTRATE WITH CAMOUFLAGE PATTERN	Granted> Design	August 24, 2018	January 19, 2016	Canada	Winston Products LLC
3,008,253	GOLF CLUB GRIP	Application		August 26, 2016	Canada	Winston Products LLC
16762930.2	GOLF CLUB GRIP	Application		August 26, 2016	European Patent Office	Winston Products LLC
2018-530899	GOLF CLUB GRIP	Application		August 26, 2016	Japan	Winston Products LLC
10-2018-7020177	GOLF CLUB GRIP	Application		August 26, 2016	Republic of Korea	Winston Products LLC
2016370096	GOLF CLUB GRIP	Application		August 26, 2016	Australia	Winston Products LLC
2018/04132	GOLF CLUB GRIP	Application		August 26, 2016	South Africa	Winston Products LLC
180,813	CADDY - RAMP	Granted> Design	October 24, 2018	August 31, 2017	Canada	Winston Products LLC
3,016,883	LOADING RAMP	Application		March 7, 2017	Canada	Winston Products LLC
2017229366	LOADING RAMP	Application		March 7, 2017	Australia	Winston Products LLC
184,763	TACTICAL RATCHET	Application		November 22, 2018	Canada	Winston Products LLC
184,764	TACTICAL PACKAGING	Application		November 22, 2018	Canada	Winston Products LLC
A2018/01815	TACTICAL RATCHET	Granted> Design	July 16, 2019	November 23, 2018	South Africa	Winston Products LLC
201817033	TACTICAL PACKAGING	Granted> Design	January 3, 2019	November 23, 2018	Australia	Winston Products LLC
A2018/01816	TACTICAL PACKAGING	Granted> Design	July 16, 2019	November 23, 2018	South Africa	Winston Products LLC
201817040	TACTICAL RATCHET	Granted> Design	January 4, 2019	November 23, 2018	Australia	Winston Products LLC
10-2019-7018276	WEIGHTED GOLF CLUB GRIP	Application		November 28, 2017	Republic of Korea	Winston Products LLC
2019-529575	WEIGHTED GOLF CLUB GRIP	Application		November 28, 2017	Japan	Winston Products LLC
17811807.1	WEIGHTED GOLF CLUB GRIP	Application		November 28, 2017	European Patent Office	Winston Products LLC
	TACTICAL CAM BUCKLE LOCKING MECHANISM	Application		August 7, 2019	Canada	Winston Products LLC
2006315370	RETRACTABLE SELF-CONTAINED TIE DOWN	Granted> Utility	June 14, 2012	November 15, 2006	Australia	Winston Products LLC

2,721,776	MERCHANDISING AND DISPLAYING OF TOWING PRODUCTS	Granted>Utility	July 15, 2014	November 18, 2010	Canada	Winston Products LLC
2,731,446	HITCH MOUNT BALL	Granted>Utility	June 2, 2015	February 10, 2011	Canada	Winston Products LLC
2,741,220	RAISED RAILS HITCH	Granted>Utility	January 14, 2014	May 27, 2011	Canada	Winston Products LLC
2869482	CONNECTOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Granted>Utility	February 20, 2018	September 12, 2014	Canada	Winston Products LLC
2866662	COUPLER LOCK	Granted>Utility	February 20, 2018	October 3, 2014	Canada	Winston Products LLC
2889621	CONNECTOR ANCHOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Granted>Utility	February 20, 2018	April 24, 2015	Canada	Winston Products LLC
158691	GRAVITY FED DISPLAY RACK FOR HITCH BALLS	Granted>Design	April 28, 2015	September 11, 2014	Canada	Winston Products LLC
158692	GRAVITY FED DISPLAY RACK FOR MULTI-BALL MOUNTS	Granted>Design	April 28, 2015	September 11, 2014	Canada	Winston Products LLC
159046	TRAILER HITCH COUPLER	Granted>Design	June 29, 2015	October 8, 2014	Canada	Winston Products LLC

SCHEDULE B

Trademarks

See attached.

Mark	Status	Application No.	Registration No.	Filed Date	Registration Date	Jurisdiction	Owner
RETRACT X	Registered	85957710	FEDTM 4480485	June 12, 2013	February 11, 2014	U.S. Federal	Winston Products LLC
FLAT CAT SOLUTION	Registered	87324071	FEDTM 5303526	February 03, 2017	October 03, 2017	U.S. Federal	Winston Products LLC
SWOPT	Registered	86089276	FEDTM 4672749	October 11, 2013	January 13, 2015	U.S. Federal	Winston Products LLC
FLAT CAT TAK	Pending	87728231		December 20, 2017		U.S. Federal	Winston Products LLC
CLEVELAND TOOL Design	Pending	88156924		October 16, 2018		U.S. Federal	Winston Products LLC
CT design	Pending	88157326		October 16, 2018		U.S. Federal	Winston Products LLC
BUNGEE X	Registered	77601133	FEDTM 3805381	October 27, 2008	June 27, 2010	U.S. Federal	Winston Products LLC
RATCHET X	Renewed	77299062	FEDTM 3530019	October 09, 2007	November 11, 2008	U.S. Federal	Winston Products LLC
CARGOSMART	Registered	85015822	FEDTM 3982525	April 16, 2010	June 21, 2011	U.S. Federal	Winston Products LLC
ECOCASE	Registered	87056522	FEDTM 5381484	June 01, 2016	January 16, 2018	U.S. Federal	Winston Products LLC
QUADWINDER	Renewed	78436241	FEDTM 3058750	June 16, 2004	February 14, 2006	U.S. Federal	Winston Products LLC
X-TRACK	Registered	86485901	FEDTM 5004180	December 19, 2014	July 19, 2016	U.S. Federal	Winston Products LLC
SMARTSTRAPS Design	Pending	88202547		November 21, 2018		U.S. Federal	Winston Products LLC
CARBON X	Registered	85193837	FEDTM 4159899	December 09, 2010	June 19, 2012	U.S. Federal	Winston Products LLC
TOWSMART	Registered	85800546	FEDTM 4593604	December 12, 2012	August 26, 2014	U.S. Federal	Winston Products LLC
SECURE YOUR PASSION	Published	87311423		January 24, 2017		U.S. Federal	Winston Products LLC
SMARTSHINGLES	Registered	77386659	FEDTM 3911438	February 01, 2008	January 26, 2011	U.S. Federal	Winston Products LLC
SMARTSTRAPS	Renewed	78436231	FEDTM 3370175	June 16, 2004	January 15, 2009	U.S. Federal	Winston Products LLC
SEE WHAT YOU'VE BEEN	Registered	86788541	FEDTM 5570940	September 16, 2015	September 25, 2018	U.S. Federal	Winston Products LLC
CARGOCANYON	Registered	85233407	FEDTM 4529882	February 03, 2011	May 13, 2014	U.S. Federal	Winston Products LLC
FLAT CAT EYE Design	Registered	2016-032701	5871764	Mar 24, 2016	Aug 5, 2016	Japan	Winston Products LLC
FLAT CAT	Registered	2016-032700	5871763	Mar 24, 2016	Aug 5, 2016	Japan	Winston Products LLC
FLAT CAT EYE Design	Registered	2016/07564	201607564	Mar 17, 2016	Mar 17, 2016	South Africa	Winston Products LLC
FLAT CAT	Registered	2016/07563	201607563	Mar 17, 2016	Mar 17, 2016	South Africa	Winston Products LLC
FLAT CAT EYE Design	Registered	01760141	1760141	Mar 21, 2016	Mar 21, 2016	Australia	Winston Products LLC
FLAT CAT	Registered	01760140	1760140	Mar 21, 2016	Mar 21, 2016	Australia	Winston Products LLC
FLAT CAT EYE Design	Registered	015269079	015269079	Mar 23, 2016	Jul 20, 2016	European Union	Winston Products LLC
FLAT CAT	Registered	015268477	015268477	Mar 23, 2016	Jul 7, 2016	European Union	Winston Products LLC
FLAT CAT EYE Design	Registered	1.772.927	TMA1014454	Mar 18, 2016	Feb 4, 2019	Canada	Winston Products LLC
FLAT CAT	Registered	1.772.926	TMA1014457	Mar 18, 2016	Feb 4, 2019	Canada	Winston Products LLC
FLAT CAT EYE Design	Registered	40-2016-23661	401233563	Mar 31, 2016	Feb 15, 2017	Republic of Korea	Winston Products LLC
FLAT CAT	Registered	40-2016-23658	401233562	Mar 31, 2016	Feb 15, 2017	Republic of Korea	Winston Products LLC
ECOCASE	Registered	2016/34593	201634593	Nov 24, 2016	Nov 24, 2016	South Africa	Winston Products LLC
ECOCASE	Pending	1811558		Nov 24, 2016		Australia	Winston Products LLC
SECURE YOUR PASSION	Registered	1860904	1860904	Jul 24, 2017	Nov 22, 2017	Australia	Winston Products LLC
FLAT CAT SOLUTION	Registered	40-2017-95115	401344805	Jul 27, 2017	Mar 27, 2018	Republic of Korea	Winston Products LLC
FLAT CAT SOLUTION	Registered	1.850.667	TMA1016693	Aug 2, 2017	Mar 7, 2019	Canada	Winston Products LLC
FLAT CAT SOLUTION	Registered	017033961	017033961	Jul 27, 2017	Nov 9, 2017	European Union	Winston Products LLC
FLAT CAT SOLUTION	Registered	1861966	1861966	Jul 27, 2017	Nov 15, 2017	Australia	Winston Products LLC
FLAT CAT SOLUTION	Registered	2017/21443	201721443	Jul 27, 2017	Feb 3, 2017	South Africa	Winston Products LLC
FLAT CAT SOLUTION	Registered	2017-100958	5989628	Jul 31, 2017	Oct 20, 2017	Japan	Winston Products LLC
SECURE YOUR PASSION	Pending	1.848.913		Jul 24, 2017		Canada	Winston Products LLC

ECOCASE Design	Pending	1,896,960		May 2, 2018		Canada	Winston Products LLC
SMARTSTRAPS Design	Pending	1,969,007		Nov 15, 2018		Australia	Winston Products LLC
RATCHET X	Registered	1,932,836	1633759	Nov 28, 2018		Canada	Winston Products LLC
RATCHET X	Registered	1,633,759	840252242	July 10, 2014	July 10, 2014	Australia	Winston Products LLC
RATCHET X	Registered	840252242	840252242	August 31, 2012	September 8, 2015	Canada	Winston Products LLC
RATCHET X	Registered	1589140	TMA877,509	August 7, 2012	May 8, 2014	Canada	Winston Products LLC
RATCHET X	Registered	1,237,592	1,393,336	November 21, 2012	August 27, 2013	Mexico	Winston Products LLC
RATCHET X	Registered	1,001,389	1,001,389	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
SMARTSTRAPS	Registered	1,399,938	1,399,938	December 31, 2010	July 22, 2011	Australia	Winston Products LLC
SMARTSTRAPS	Registered	840252277	840252277	August 31, 2012	February 27, 2018	Brazil	Winston Products LLC
SMARTSTRAPS	Registered	1589145	TMA877,491	August 7, 2012	May 8, 2014	Canada	Winston Products LLC
SMARTSTRAPS	Registered	9077585	9077585	January 21, 2011	February 14, 2014	China	Winston Products LLC
SMARTSTRAPS	Registered	9608431	9608431	December 17, 2010	May 27, 2011	EPO	Winston Products LLC
SMARTSTRAPS	Registered	1,322,307	1,592,903	October 31, 2012	November 25, 2015	Mexico	Winston Products LLC
SMARTSTRAPS	Registered	1,001,392	1,001,392	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
CARBON X	Registered	1518038	TMA871,831	March 7, 2011	February 20, 2014	Canada	Winston Products LLC
TOWSMART	Registered	1623901	TMA1,005,409	April 24, 2013	September 21, 2018	Canada	Winston Products LLC
SMARTSTRAPS	Registered	1,633,927	1,633,927	July 11, 2014	July 11, 2014	Australia	Winston Products LLC
SMARTSTRAPS	Registered	1,001,371	1,001,371	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
RATCHET X	Registered	1,633,967	1,633,967	July 11, 2014	July 11, 2014	Australia	Winston Products LLC
RATCHET X	Registered	1,001,379	1,001,379	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
SMARTSTRAPS	Registered	1,633,935	1633935	July 11, 2014	July 11, 2014	Australia	Winston Products LLC
SMARTSTRAPS	Registered	1,001,376	1,001,376	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
RATCHET X	Registered	1,633,976	1,633,976	July 11, 2014	July 11, 2014	Australia	Winston Products LLC
RATCHET X	Registered	1,001,386	1,001,386	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
X-TRACK	Registered	1,692,777	1,692,777	May 11, 2015	May 11, 2015	Australia	Winston Products LLC
X-TRACK	Registered	1727436	992191	May 8, 2015	March 9, 2018	Canada	Winston Products LLC

SCHEDULE C

Licenses

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF AUGUST 29, 2019 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY WINSTON PRODUCTS LLC, AN OHIO LIMITED LIABILITY COMPANY (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF CHEMICAL BANK, A DIVISION OF TCF NATIONAL BANK (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL ON BEHALF OF AND FOR THE BENEFIT OF LENDER AND ITS AFFILIATES AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

CHEMICAL BANK
a division of TCF National Bank

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, WINSTON PRODUCTS LLC, an Ohio limited liability company (together with its successors and assigns, "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of CHEMICAL BANK, a division of TCF National Bank, as Lender, pursuant to which Pledgor has granted to Lender for the benefit of Lender and its Affiliates a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over to Lender, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, 2019.

WINSTON PRODUCTS LLC

By: _____
Name: Winston Breedon III
Title: Manager

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared WINSTON BREEDEN III, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said WINSTON PRODUCTS LLC, an Ohio limited liability company, and that he/she executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019.

Notary Public
My commission expires:_____

***INTELLECTUAL PROPERTY SECURITY AGREEMENT (WINSTON PRODUCTS) –
CHEMICAL/WINSTON PRODUCTS***

12525665 v2

RECORDED: 09/06/2019

**TRADEMARK
REEL: 006738 FRAME: 0058**