

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Custom Wheel House, LLC		12/23/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Abacus Finance Group, LLC, as Administrative Agent		
<b>Street Address:</b>	335 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5163357	100% OFF ROAD	
<b>Serial Number:</b>	88303117	BEAD GRIP TECHNOLOGY	
<b>Serial Number:</b>	87888929	BEAD GRIP	
<b>Serial Number:</b>	88691555	CWH	
<b>Serial Number:</b>	87046390	DESERT SERIES	
<b>Serial Number:</b>	88020429	DESERT SERIES RACE	
<b>Serial Number:</b>	87702618	DIRT SERIES	
<b>Serial Number:</b>	87106793	DISCO SERIES	
<b>Serial Number:</b>	88020388	DSR	
<b>Serial Number:</b>	86523753	DUSTY TIMES	
<b>Serial Number:</b>	87683376	DUSTY TIMES	
<b>Serial Number:</b>	87805781	DUSTY TIMES	
<b>Serial Number:</b>	88376951	GMZ	
<b>Serial Number:</b>	88377726	GMZ	
<b>Serial Number:</b>	85515484	GMZ RACE PRODUCTS	
<b>Serial Number:</b>	77784467	LIGHTER, STRONGER, FASTER	
<b>Serial Number:</b>	87419796	METHOD	
<b>Serial Number:</b>	77784468	METHOD FORGED	
<b>Serial Number:</b>	86474881	METHOD RACE WHEELS	
<b>TRADEMARK</b>			

OP \$1015.00 5163357

Property Type	Number	Word Mark
Serial Number:	87627600	METHOD RACE WHEELS
Serial Number:	77784463	METHOD RACE WHEELS
Serial Number:	77784466	METHOD RACING
Serial Number:	86975477	METHOD RACING
Registration Number:	3962454	METHOD RACING WHEELS
Registration Number:	5088452	METHOD RALLY WHEELS
Registration Number:	4618157	MODUS
Registration Number:	5526583	MUD SERIES
Registration Number:	4696890	REGULATOR
Registration Number:	4618158	RFA
Registration Number:	5177588	SAME DIRT, DIFFERENT DAY...
Registration Number:	5910824	SAND SERIES
Registration Number:	5851688	SAND STRIPPER
Registration Number:	4669978	SAND STRIPPER GMZ GMZRACEPRODUCTS.COM
Registration Number:	5459196	TENSOR
Registration Number:	4606266	TENSOR
Registration Number:	4833609	TENSOR TIRE
Registration Number:	5542154	TRAIL SERIES
Registration Number:	5682355	
Registration Number:	5682354	
Serial Number:	88691155	LED FUT

#### 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:** 6174821776

**Email:** smordas@goulstonstorrs.com

**Correspondent Name:** Stacey Mordas

**Address Line 1:** 400 Atlantic Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Stacey A. Mordas
<b>SIGNATURE:</b>	/Stacey A. Mordas/
<b>DATE SIGNED:</b>	01/02/2020

**Total Attachments: 10**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2019, is made by CUSTOM WHEEL HOUSE, LLC, a Delaware limited liability company ("CWH" and the "Grantor"), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CWH Holdco LLC ("Holdings"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Borrower;

WHEREAS, in connection with the Credit Agreement, Holdings, CWH and the Administrative Agent have entered into that certain Joinder Agreement to Credit Agreement of even date herewith, pursuant to which CWH became the Borrower under the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, Holdings and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, in connection with the Credit Agreement, CWH and the Administrative Agent have entered into that certain Joinder Agreement to Guarantee and Collateral Agreement of even date herewith, pursuant to which CWH became a Grantor under the Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not defined in the Guarantee and Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all extensions and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications;

(e) any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CUSTOM WHEEL HOUSE, LLC

By: 

Name: Stefan Sigurdson

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 

Name: Rafal Rydzewski

Title: Vice President

[Signature page to Trademark Security Agreement (Abacus-CWH)]


**TRADEMARK**  
**REEL: 006829 FRAME: 0355**



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

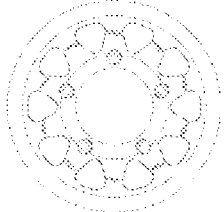
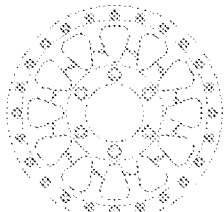
**TRADEMARK REGISTRATIONS**

Mark	Application Number	Registration Number
100% OFF ROAD	87/178,263 09/21/2016	5,163,357 03/14/2017
BEAD GRIP TECHNOLOGY & Design 	88/303,117 02/15/2019	-
BEAD-GRIP BEAD GRIP	87/888,929 04/23/2018	5,723,661 04/09/2019
CWH  CWH	88/691,555 11/13/2019	-
DESERT SERIES  DESERT SERIES	87/046,390 05/23/2016	5,139,221 02/07/2017
DESERT SERIES RACE  DESERT SERIES RACE	88/020,429 06/29/2018	5,705,574 03/19/2019
DIRT SERIES  DIRT SERIES	87/702,618 11/30/2017	5,526,582 07/24/2018
DISCO SERIES  DISCO SERIES	87/106,793 07/16/2016	5,438,934 04/03/2018
DSR  DSR	88/020,388 06/29/2018	5,845,766 08/27/2019

Mark	Application Number	Registration Number
DUSTY TIMES  DUSTY TIMES	86/523,753 02/04/2015	5,151,715 02/28/2017
DUSTY TIMES DUSTY TIMES	87/683,376 11/14/2017	5,897,774 10/29/2019
DUSTY TIMES  DUSTY TIMES	87/805,781 02/21/2018	5,752,579 05/14/2019
GMZ  GMZ	88/376,951 04/07/2019	5,845,695 08/27/2019
GMZ & Design  	88/377,726 04/09/2019	5,845,697 08/27/2019

Mark	Application Number	Registration Number
GMZ RACE PRODUCTS  GMZ RACE PRODUCTS	85/515,484 01/12/2012	4,296,426 02/26/2013
LED FUT	88/691,155 11/13/2019	-
LIGHTER. STRONGER.FASTER <small>LIGHTER STRONGER FASTER.</small>	77/784,467 07/20/2009	3,883,813 11/30/2010
METHOD  <b>METHOD</b>	87/419,796 04/21/2017	5,339,255 11/21/2017
METHOD FORGED  METHOD FORGED	77/784,468 07/20/2009	3,962,456 05/17/2011
METHOD RACE WHEELS  METHOD RACE WHEELS	86/474,881 12/09/2014	4,781,922 07/28/2015
METHOD RACE WHEELS & Design  <b>METHOD</b> RACE WHEELS	87/627,600 09/29/2017	5,458,828 05/01/2018
METHOD RACE WHEELS  METHOD RACE WHEELS	77/784,463 07/20/2009	3,880,986 11/23/2010
METHOD RACING  METHOD RACING	77/784,466 07/20/2009	3,962,455 05/17/2011
METHOD RACING	86975477 07/17/2013	4682951 02/03/2015
METHOD RACING WHEELS  METHOD RACING WHEELS	77/78,465 07/20/2009	3,962,454 05/17/2011

Mark	Application Number	Registration Number
METHOD RALLY WHEELS  METHOD RALLY WHEELS	86/920,321 02/25/2016	5,088,452 11/22/2016
MODUS  MODUS	85/839,903 02/04/2013	4,618,157 10/07/2014
MUD SERIES  MUD SERIES	87/702,620 11/30/2017	5,526,583 07/24/2018
REGULATOR	86/107,606 11/01/2013	4,696,890 03/03/2015
RFA	85/839,905 02/04/2013	4,618,158 10/07/2014
SAME DIRT, DIFFERENT DAY...  SAME DIRT, DIFFERENT DAY...	86/872,309 01/12/2016	5,177,588 04/04/2017
SAND SERIES  SAND SERIES	88/347,110 03/19/2019	5,910,824 11/12/2019
SAND STRIPPER  SAND STRIPPER	88/376,949 04/07/2019	5,851,688 09/03/2019
SAND STRIPPER GMZ GMZRACEPRODUCT S.COM & Design 	86/151,679 12/23/2013	4,669,978 01/13/2015
TENSOR & Design <b>TENSOR</b>	87/697,447 11/27/2017	5,459,196 05/01/2018
TENSOR  TENSOR	85/817,965 01/08/2013	4,606,266 09/16/2014

Mark	Application Number	Registration Number
TENSOR TIRE TENSOR TIRE	86/474,916 12/09/2014	4,833,609 10/13/2015
TRAIL SERIES TRAIL SERIES	87/471,507 06/01/2017	5,542,154 08/14/2018
WHEEL DESIGN – 	87/818,365 03/02/2018	5,682,355 02/19/2019
WHEEL DESIGN – 	87/818,369 03/02/2018	5,682,354 02/19/2019

**TRADEMARK APPLICATIONS**

None.