# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555599

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Custom Wheel House, LLC | | 12/23/2019 | Limited Liability Company: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Abacus Finance Group, LLC, as Administrative Agent |
| **Street Address:** | 335 Madison Avenue |
| **City:** | New York |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10017 |
| **Entity Type:** | Limited Liability Company: DELAWARE |

**PROPERTY NUMBERS Total: 40**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 5163357 | 100% OFF ROAD |
| **Serial Number:** | 88303117 | BEAD GRIP TECHNOLOGY |
| **Serial Number:** | 87888929 | BEAD GRIP |
| **Serial Number:** | 88691555 | CWH |
| **Serial Number:** | 87046390 | DESERT SERIES |
| **Serial Number:** | 88020429 | DESERT SERIES RACE |
| **Serial Number:** | 87702618 | DIRT SERIES |
| **Serial Number:** | 87106793 | DISCO SERIES |
| **Serial Number:** | 88020388 | DSR |
| **Serial Number:** | 86523753 | DUSTY TIMES |
| **Serial Number:** | 87683376 | DUSTY TIMES |
| **Serial Number:** | 87805781 | DUSTY TIMES |
| **Serial Number:** | 88376951 | GMZ |
| **Serial Number:** | 88377726 | GMZ |
| **Serial Number:** | 85515484 | GMZ RACE PRODUCTS |
| **Serial Number:** | 77784467 | LIGHTER, STRONGER, FASTER |
| **Serial Number:** | 87419796 | METHOD |
| **Serial Number:** | 77784468 | METHOD FORGED |
| **Serial Number:** | 86474881 | METHOD RACE WHEELS |

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


| | |
|---|---|
| **NAME OF SUBMITTER:** | Stacey A. Mordas |
| **SIGNATURE:** | /Stacey A. Mordas/ |
| **DATE SIGNED:** | 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

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

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)]

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

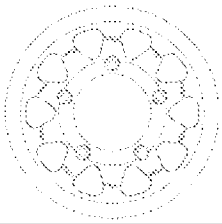
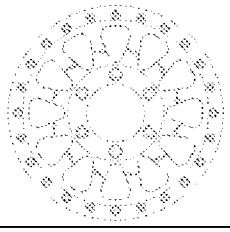
**TRADEMARK REGISTRATIONS**

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

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

| Mark | Application Number | Registration Number |
|---|---|---|
| GMZ RACE PRODUCTS<br>GMZ RACE PRODUCTS | 85/515,484<br>01/12/2012 | 4,296,426<br>02/26/2013 |
| LED FUT | 88/691,155<br>11/13/2019 | - |
| LIGHTER. STRONGER.FASTER<br>LIGHTER. STRONGER. FASTER. | 77/784,467<br>07/20/2009 | 3,883,813<br>11/30/2010 |
| METHOD<br>METHOD | 87/419,796<br>04/21/2017 | 5,339255<br>11/21/2017 |
| METHOD FORGED<br>METHOD FORGED | 77/784,468<br>07/20/2009 | 3,962,456<br>05/17/2011 |
| METHOD RACE WHEELS<br>METHOD RACE WHEELS | 86/474,881<br>12/09/2014 | 4,781,922<br>07/28/2015 |
| METHOD RACE WHEELS & Design<br>METHOD RACE WHEELS | 87/627,600<br>09/29/2017 | 5,458,828<br>05/01/2018 |
| METHOD RACE WHEELS<br>METHOD RACE WHEELS | 77/784,463<br>07/20/2009 | 3,880,986<br>11/23/2010 |
| METHOD RACING<br>METHOD RACING | 77/784,466<br>07/20/2009 | 3,962,455<br>05/17/2011 |
| METHOD RACING | 86975477<br>07/17/2013 | 4682951<br>02/03/2015 |
| METHOD RACING WHEELS<br>METHOD RACING WHEELS | 77/78,465<br>07/20/2009 | 3,962,454<br>05/17/2011 |

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

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

**TRADEMARK APPLICATIONS**

None.