TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM605336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Core Molding Technologies, Inc.		10/27/2020	Corporation: DELAWARE
Core Composites Corporation		10/27/2020	Corporation: DELAWARE
Core Automotive Technologies LLC		10/27/2020	Limited Liability Company: DELAWARE
Horizons Plastics International Inc.		10/27/2020	Corporation: CANADA
Core Composites Cincinnati, LLC		10/27/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	10 S. Wacker Dr., 26th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1228935	SOILSAVER
Registration Number:	1827486	
Registration Number:	1840565	SOILSAVER
Registration Number:	1864441	RECYCLING BEGINS AT HOME
Registration Number:	5199652	HYDRILITE
Registration Number:	5219457	MIRILITE
Registration Number:	4645300	FEATHERLITEXL
Registration Number:	4644958	ECONOLITE
Registration Number:	4462202	AIRILITE
Registration Number:	4390747	FEATHERLITE
Registration Number:	2732943	ADVANTAGE PLUS
Registration Number:	2853045	ADVANTAGE

TRADEMARK REEL: 007088 FRAME: 0110

900576922

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.704
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	10/27/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of October, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 27, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among CORE MOLDING TECHNOLOGIES, INC., a Delaware corporation ("CMT"), CORE COMPOSITES CORPORATION, a Delaware corporation ("Composites"), CORE COMPOSITES CINCINNATI, LLC, a Delaware limited liability company ("Cincinnati", and CORE AUTOMOTIVE TECHNOLOGIES LLC, a Delaware limited liability company ("Technologies") (CMT, Composites, Cincinnati and Technologies, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), Agent, Wells Fargo, as lead arranger, and Wells Fargo, as book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 27, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
- (a) all of its Trademark registrations and registrations referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include 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 that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.
- 7. <u>CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CORE MOLDING TECHNOLOGIES, INC.

a Delaware corporation

Name: John P. Zimmer

Title: Chief Financial Officer

CORE COMPOSITES CORPORATION

a Delaware corporation

Name: John P. Zimmer

Title: Chief Financial Officer

CORE COMPOSITES CINCINNATI, LLC

a Delaware limited liability company

Name: John P. Zimmer

Title: Chief Financial Officer

CORE AUTOMOTIVE TECHNOLOGIES LLC

a Delaware limited liability company

Name: John P. Zimmer

Title: Chief Financial Officer

HORIZONS PLASTICS INTERNATIONAL

INC., a corporation incorporated under the laws of British Columbia, Canada

Ву:

Name: John P. Zimmer

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S.

MARK	Reg. No.	Reg. Date
SOILSAVER	1228935	Mar. 1, 1983
	1827486	Mar. 22, 1994
	1840565	Jun. 21, 1994
RECYCLING BEGINS AT HOME	1864441	Nov. 22, 1994
HYDRILITE	5199652	May 9, 2017
MIRILITE	5219457	Jun. 6, 2017
FEATHERLITEXL	4645300	Nov. 25, 2014
ECONOLITE	4644958	Nov. 25, 2014
AIRILITE	4462202	Jan. 7, 2014
FEATHERLITE	4390747	Aug. 27, 2013
A DVANTAE F Plus	2732943	Jul. 1, 2003
ADVANTAGE	2853045	Jun. 15, 2004

Canadian

TRADE MARK	Registration Number	Registration Date
"Soilsaver" Name	TMA245249	23-May-80
Line Art for Soilsaver	TMA378202	Jan. 11, 1991
Line Art for Soilsaver	TMA378203	Jan. 11, 1991
"Recycling Begins at Home" Name	TMA397399	April 17, 1992
"Earthsaver" Name	TMA398340	May 15, 1992
"Garden Catcher" Name	TMA405,308	Nov. 20,1992
"Humus Builder" Name	TMA405,590	Nov. 27, 1992

010-9128-5008/2/AMERICAS TRADEMARK
REEL: 007088 FRAME: 0118

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently in Use

None.

Trademark Licenses

None.