

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617884

<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>
Wheel Group Holdings, LLC		12/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as agent		
<b>Street Address:</b>	500 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3078315	AKITA	
<b>Registration Number:</b>	2858511	BACCARAT	
<b>Registration Number:</b>	4859550	DIP	
<b>Registration Number:</b>	2537360	ION WHEELS	
<b>Registration Number:</b>	3572255	IONBILT	
<b>Registration Number:</b>	5103844	MAZZI	
<b>Registration Number:</b>	3190542	M MAZZI	
<b>Registration Number:</b>	1839336	MR. LUGNUT	
<b>Registration Number:</b>	2618186	VELOCHE	
<b>Registration Number:</b>	3301156	TWG	
<b>Registration Number:</b>	3420979	THE WHEEL GROUP	
<b>Registration Number:</b>	3449207	W-1	
<b>Registration Number:</b>	2981381	WHEEL - 1	
<b>Registration Number:</b>	4527712	TOUREN	
<b>Registration Number:</b>	6110743	TOUREN	
<b>Registration Number:</b>	3784307	RIDLER	
<b>Registration Number:</b>	5086727	MAX SENSOR	
<b>Registration Number:</b>	4847691	STEEL FORCE	
<b>Registration Number:</b>	4864777	CALI OFFROAD	
<b>TRADEMARK</b>			

OP \$690.00 3078315

Property Type	Number	Word Mark
Registration Number:	4872209	METAL LUGZ
Registration Number:	5278040	DIRTY LIFE
Registration Number:	5502434	MUD TERRAIN ATTACK
Registration Number:	5481199	CONTROL EVERY TERRAIN
Registration Number:	5331468	TERRAIN PRO
Registration Number:	5345618	T.O.T.A.L
Registration Number:	6114445	NEOSHIELD
Registration Number:	5103845	SACCHI

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767  
*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:** 3129932622  
**Email:** gayle.grocke@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 330 N. Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	057121-0553
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke
<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	12/31/2020

**Total Attachments: 11**

- source=TWG - Trademark Security Agreement (12.31.20)#page1.tif
- source=TWG - Trademark Security Agreement (12.31.20)#page2.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2020, is made by Wheel Group Holdings, LLC, a Delaware limited liability company (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WHEEL GROUP HOLDINGS, LLC  
as Grantor

By:   
Name: David Martinez  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:








ANTARES CAPITAL LP, as Agent

By: Jeff Lorefice  
Name: Jeff Lorefice  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Jurisdiction	Serial No. / App. No.	Filing Date	Mark	Reg. No.	Reg. Date	Owner
US	76/636,220	4/18/2005		3,078,315	4/11/2006	Wheel Group Holdings, LLC
US	76/426,960	7/2/2002	BACCARAT	2,858,511	6/29/2004	Wheel Group Holdings, LLC
US	86/607,512	4/23/2015	DIP	4,859,550	11/24/2015	Wheel Group Holdings, LLC
US	76/087,993	7/13/2000	ION WHEELS	2,537,360	2/5/2002	Wheel Group Holdings, LLC
US	77/511,701	6/30/2008	IONBILT	3,572,255	2/10/2009	Wheel Group Holdings, LLC
US	87/002,320	4/15/2016		5,103,844	12/20/2016	Wheel Group Holdings, LLC
US	76/637,773	5/4/2005		3,190,542	1/2/2007	Wheel Group Holdings, LLC
US	74/413,415	7/12/1993		1,839,336	6/14/1994	Wheel Group Holdings, LLC
US	76/349,640	12/17/2001		2,618,186	9/10/2002	Wheel Group Holdings, LLC
US	77/068,959	12/20/2006	TWG	3,301,156	10/2/2007	Wheel Group Holdings, LLC
US	77/313,588	10/25/2007	THE WHEEL GROUP <sup>1</sup>	3,420,979	4/29/2008	Wheel Group Holdings, LLC
US	77/318,613	10/31/2007	W-1	3,449,207	6/17/2008	Wheel Group Holdings, LLC
US	76/433,591	7/23/2002	WHEEL-1	2,981,381	8/2/2005	Wheel Group Holdings, LLC
US	85/648,988	6/11/2012		4,527,712	5/13/2014	Wheel Group Holdings, LLC
US	88/460,613	6/5/2019	TOUREN	6,110,743	7/28/2020	Wheel Group Holdings, LLC
US	77/831,332	9/21/2009		3,784,307	5/4/2010	Wheel Group Holdings, LLC

<sup>1</sup> This mark is currently registered on the Supplemental Register.

US	87/031,090	5/10/2016	MAX SENSOR	5,086,727	11/22/2016	Wheel Group Holdings, LLC
US	86/452,626	11/12/2014	STEEL FORCE	4,847,691	11/3/2015	Wheel Group Holdings, LLC
US	86/461,592	11/21/2014	CALI OFFROAD <sup>2</sup>	4,864,777	12/1/2015	Wheel Group Holdings, LLC
US	86/499,518	1/9/2015	 <sup>3</sup>	4,872,209	12/15/2015	Wheel Group Holdings, LLC
US	87/192,463	10/4/2016	DIRTY LIFE	5,278,040	8-29-2017	Wheel Group Holdings, LLC
US	87/688,245	11/16/2017	MUD TERRAIN ATTACK	5,502,434	6/26/2018	Wheel Group Holdings, LLC
US	87/750,606	1/10/2018	CONTROL EVERY TERRAIN	5,481,199	5/29/2018	Wheel Group Holdings, LLC
US	87/320,144	1/31/2017	TERRAIN PRO	5,331,468	11/7/2017	Wheel Group Holdings, LLC
US	87/422,449	4/24/2017	T.O.T.A.L	5,345,618	11/28/2017	Wheel Group Holdings, LLC
US	88/336,793	3/12/2019	NEOSHIELD	6,114,445	7/28/2020	Wheel Group Holdings, LLC
US	87/002,340	4/15/2016		5,103,845	12/20/2016	Wheel Group Holdings, LLC
Philippines	42017001817	2/13/2017	TERRAIN GRIPPER	1817	9/23/2018	Wheel Group Holdings, LLC
Philippines	42017000300	1/10/2017		300	7/26/2018	Wheel Group Holdings, LLC
PRC	9799583	8/4/2011	MPW	9799583	9/28/2012	Wheel Group Holdings, LLC
PRC	9799586	8/4/2011	DIP	9799586	9/28/2012	Wheel Group Holdings, LLC
PRC	9799589	8/4/2011	MAZZI	9799589	9/28/2012	Wheel Group Holdings, LLC
PRC	9799590	8/4/2011	BACCARAT	9799590	9/28/2012	Wheel Group Holdings, LLC
PRC	10361360	12/27/2011	TERRAIN GRABBER	10361360	4/28/2013	Wheel Group Holdings, LLC
PRC	11890571	12/13/2012	ENFORCER LTZ	11890571	5/28/2014	Wheel Group Holdings, LLC
PRC	11890604	12/13/2012	TWG	11890604	7/21/2014	Wheel Group Holdings, LLC
PRC	12383067	04/07/2013	PSYRUX	12383067	9/14/2014	Wheel Group Holdings, LLC




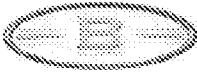




<sup>2</sup> This mark is currently registered on the Supplemental Register.

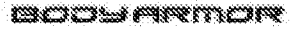




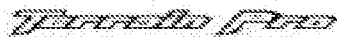



<sup>3</sup> This mark is currently registered on the Supplemental Register.



PRC	25943268	8/18/2017	BODY ARMOR	25943268	8/14/2018	Wheel Group Holdings, LLC
PRC	25952919	8/18/2017	BA	25952919	10/28/2018	Wheel Group Holdings, LLC
PRC	26257458	9/6/2017	MM	26257458	8/28/2018	Wheel Group Holdings, LLC
PRC	26257508	9/6/2017	METAL LUGZ METALLUGZCOM	26257508	8/28/2018	Wheel Group Holdings, LLC
PRC	26258593	9/6/2017	IONBILT	26258593	8/28/2018	Wheel Group Holdings, LLC
PRC	26268370	9/6/2017	TERRAIN PRO	26268370	8/28/2018	Wheel Group Holdings, LLC
PRC	26269734	9/6/2017	TERRAIN GRIPPER	26269734	8/28/2018	Wheel Group Holdings, LLC
PRC	26270653	9/6/2017	ION WHEELS	26270653	2/21/2019	Wheel Group Holdings, LLC
PRC	26270935	9/6/2017	MUD TERRAIN ATTACK	26270935	8/28/2018	Wheel Group Holdings, LLC
PRC	26273347	9/6/2017	CALI OFFROAD	26273347	12/14/2019	Wheel Group Holdings, LLC
PRC	39170859	6/27/2019	CALI OFFROAD	39170859	3/28/2020	Wheel Group Holdings, LLC
PRC	26335389	9/11/2017		26335389	10/14/2020	Wheel Group Holdings, LLC

Pursuant to the Shanghai Be Good Trading Co. Agreement, the 19 PRC registered trademarks below have been transferred from Shanghai Be Good Trading Co., Ltd. (上海比固德贸易有限公司) to Wheel Group Holdings, LLC. The parties are in the process of applying to the trademark office of the National Intellectual Property Administration to register such transfer. The registration is estimated to be completed in May 2021.

Trademark Name	Trademark	International Classification	Application Number	Application Date	Exclusive Right Period
MPW		12	9799583	8/4/2011	2012年09月28日至 2022年09月27日 2012/09/28- 2022/09/27
DIP		12	9799586	8/4/2011	2012年09月28日至 2022年09月27日 2012/09/28- 2022/09/27
MAZZI		12	9799589	8/4/2011	2012年09月28日至 2022年09月27日 2012/09/28- 2022/09/27
BACCARAT		12	9799590	8/4/2011	2012年09月28日至 2022年09月27日 2012/09/28- 2022/09/27
TERRAIN GRABBER		12	10361360	12/27/2011	2013年04月28日至 2023年04月27日 2013/04/28- 2023/04/27
ENFORCER LTZ		12	11890571	12/31/2012	2014年05月28日至 2024年05月27日 2014/05/28- 2024/05/27
TWG		12	11890604	12/13/2012	2014年07月21日至 2024年07月20日 2014/07/21- 2024/07/20
PSYRUXX		12	12383067	4/7/2013	2014年09月14日至 2024年9月13日 2014/09/14- 2024/09/13

BODY ARMOR		12	25943268	8/18/2017	2018年08月14日至 2028年08月13日 2018/08/14-2028/08/13
BA		12	25952919	8/18/2017	2018年10月28日至 2028年10月27日 2018/10/28-2028/10/27
MM		12	26257458	9/6/2017	2018年08月28日至 2028年08月27日 2018/08/28-2028/08/27
METAL LUGZ METALLU GZCOM		6	26257508	9/6/2017	2018年08月28日至 2028年08月27日 2018/08/28-2028/08/27
IONBILT		12	26258593	9/6/2017	2018年08月28日至 2028年08月27日 2018/08/28-2028/08/27
TERRAIN PRO		12	26268370	9/6/2017	2018年08月28日至 2028年08月27日 2018/08/28-2028/08/27
TERRAIN GRIPPER		12	26269734	9/6/2017	2018年08月28日至 2028年08月27日 2018/08/28-2028/08/27
ION WHEELS		12	26270653	9/6/2017	2018年08月28日至 2028年08月27日 2018/08/28-2028/08/27
MUD TERRAIN ATTACK		12	26270935	9/6/2017	2019年02月21日至 2029年02月20日 2019/02/21-2029/02/20

CALI OFFROAD	<b>Cali Offroad</b>	12	26273347	9/6/2019	2018年08月28日至2028年08月27日 2018/08/28-2028/08/27
CALI OFFROAD	<b>Cali Offroad</b>	12	39170859	6/27/2019	2019年12月14日至2029年12月13日 2019/12/14-2029/12/13

## 2. TRADEMARK APPLICATIONS

Jurisdiction	Serial No. / App. No.	Filing Date	Mark	Reg. No.	Reg. Date	Owner
Canada	1930546	11/14/2018	WHEEL - 1	N/A	N/A	Wheel Group Holdings, LLC
Canada	1930553	11/14/2018	THE WHEEL GROUP	N/A	N/A	Wheel Group Holdings, LLC
Canada	1930555	11/14/2018	MAX SENSOR	N/A	N/A	Wheel Group Holdings, LLC
Canada	1920757	9/19/2018	AMP	N/A	N/A	Wheel Group Holdings, LLC

## 3. IP LICENSES

### Outbound Licenses:

1. Services Agreement, dated January 1, 2018, by and between Brand Protection Agency, LLC, a Texas limited liability company, and Wheel Group Holdings, LLC, a Delaware limited liability company, as amended by that certain Amendment to Sales and Service Agreement, dated September 24, 2018.
2. Master Services Agreement, by and between Wheel Group Holdings, LLC, a Delaware limited liability company, and TeraGo Networks, Inc., together with Connectivity Order Form (Single Site), dated September 11, 2018 and Connectivity Order Form (Single Site), dated March 12, 2019.
3. Release Agreement, dated January 10, 2018, by and between THQ Nordic GmbH and Wheel Group Holdings, LLC, a Delaware limited liability company.
4. 2019 Sponsorship Agreement, dated December 21, 2018, by and between Wheel Group Holdings, LLC, a Delaware limited liability company, and Sweaty Metal Racing.
5. 2019 Sponsorship Agreement, dated December 21, 2018, by and between Wheel Group Holdings, LLC, a Delaware limited liability company, and Tilden Motorsports.

6. Declaration to Use the Brand and Logo, dated, by and between Wheel Group Holdings, LLC, a Delaware limited liability company, and Milestone S.r.l.
7. Agreement with Exclusivity, dated June 26, 2019, by and between Wheel Group Holdings, LLC, a Delaware limited liability company, and Mobiletron Electronics Co., Ltd.
8. License Agreement, dated March 1, 2018, by and between RC4WD and Wheel Group Holdings, LLC, a Delaware limited liability company.

Inbound Licenses:

1. Commercial Sales Agreement, dated February 22, 2019, by and between Johnson Controls Security Solutions LLC and Wheel Group Holdings, LLC d/b/a Wheel-1.
2. Master Services Agreement, by and between Wheel Group Holdings, LLC, a Delaware limited liability company, and TeraGo Networks Inc., together with Connectivity Order Form (Single Site), dated September 11, 2018 and Connectivity Order Form (Single Site), dated March 12, 2019.
3. FedEx Automation Agreement, by and between FedEx Corporate Services, Inc. and Wheel Group Holdings, LLC, a Delaware limited liability company (as successor in interest to Tolar Manufacturing Company, Incorporated, a California corporation).
4. Proposal to provide data management and web development services, dated August 3, 2016, between Wheel Group Holdings, LLC, a Delaware limited liability company, and eTool Developers.
5. Pursuant to the Shanghai Be Good Trading Co. Agreement, before the relevant intellectual property office completes the transfer registration or filing procedures of the patents, trademarks and copyright, Shanghai Be Good Trading Co., Ltd. (上海比固德贸易有限公司) granted Wheel Group Holdings, LLC, a Delaware limited liability company, a permanent, exclusive, free of royalties, transferable, irrevocable, sub-licensable and worldwide license to use the transferred patents, trademarks and copyright.