

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUSTOM WHEEL HOUSE, LLC		12/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P, AS AGENT		
Street Address:	303 West Monroe Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	6206567	CUSTOM WHEEL HOUSE	
Registration Number:	6015194	F2	
Registration Number:	6015112	LITELOC	
Registration Number:	5845697	GMZ	
Registration Number:	5845695	GMZ	
Registration Number:	5851688	SAND STRIPPER	
Registration Number:	5910824	SAND SERIES	
Registration Number:	6000011	BEAD GRIP TECHNOLOGY	
Registration Number:	5705574	DESERT SERIES RACE	
Registration Number:	5846766	DSR	
Registration Number:	5723661	BEAD GRIP	
Registration Number:	5682355		
Registration Number:	5682354		
Registration Number:	5752579	DUSTY TIMES	
Registration Number:	5526583	MUD SERIES	
Registration Number:	5526582	DIRT SERIES	
Registration Number:	5459196	TENSOR	
Registration Number:	5897774	DUSTY TIMES	
Registration Number:	5458828	METHOD RACE WHEELS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5542154	TRAIL SERIES
Registration Number:	5339255	METHOD
Registration Number:	5163357	100% OFF ROAD
Registration Number:	5438934	DISCO SERIES
Registration Number:	5139221	DESERT SERIES
Registration Number:	4833609	TENSOR TIRE
Registration Number:	4781922	METHOD RACE WHEELS
Registration Number:	4696890	REGULATOR
Registration Number:	4669978	SAND STRIPPER GMZ GMZRACEPRODUCTS.COM
Registration Number:	4682951	METHOD RACING
Registration Number:	4654421	METHOD RACE WHEELS
Registration Number:	5088452	METHOD RALLY WHEELS
Registration Number:	5177588	SAME DIRT, DIFFERENT DAY...
Registration Number:	5151715	DUSTY TIMES
Registration Number:	4618158	RFA
Registration Number:	4618157	MODUS
Registration Number:	4606266	TENSOR
Registration Number:	4296426	GMZ RACE PRODUCTS
Registration Number:	3962456	METHOD FORGED
Registration Number:	3962455	METHOD RACING
Registration Number:	3883813	LIGHTER, STRONGER, FASTER
Registration Number:	3880986	METHOD RACE WHEELS
Registration Number:	3962454	METHOD RACING WHEELS

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7793.023

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 12/24/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2020, by CUSTOM WHEEL HOUSE, LLC, a Delaware limited liability company ("Grantor"), in favor of MARANON CAPITAL, L.P., in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, each other Person joined to the Credit Agreement from time to time as a borrower pursuant to Section 1.3 thereof (together with Grantor, collectively the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and the other Secured Parties, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and the other Secured Parties, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and the other Secured Parties, 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 set forth on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) 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 Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Secured Parties. 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 Collateral Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

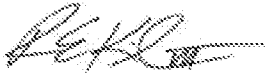
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CUSTOM WHEEL HOUSE, LLC

By: 
Name: John Afello
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By:  _____

Name: Robert E. Kircher III

Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
CUSTOM WHEEL HOUSE	88393624	Registered	6206567	11/24/20	Custom Wheel House, LLC
F2	88433665	Registered	6015194	03/17/20	Custom Wheel House, LLC
LITELOC	88385058	Registered	6015112	03/17/20	Custom Wheel House, LLC
GMZ	88377726	Registered	5845697	08/27/19	Custom Wheel House, LLC
GMZ	88376951	Registered	5845695	08/27/19	Custom Wheel House, LLC
SAND STRIPPER	88376949	Registered	5851688	09/03/19	Custom Wheel House, LLC
SAND SERIES	88347110	Registered	5910824	11/12/19	Custom Wheel House, LLC
BEAD GRIP TECHNOLOGY	88303117	Registered	6000011	03/03/20	Custom Wheel House, LLC
DESERT SERIES RACE	88020429	Registered	5705574	03/19/19	Custom Wheel House, LLC
DSR	88020388	Registered	5846766	08/27/19	Custom Wheel House, LLC
BEAD GRIP	87888929	Registered	5723661	04/09/19	Custom Wheel House, LLC
[Design Only]	87818369	Registered	5682355	02/19/19	Custom Wheel House, LLC
[Design Only]	87818365	Registered	5682354	02/19/19	Custom Wheel House, LLC
DUSTY TIMES	87805781	Registered	5752579	05/14/19	Custom Wheel House, LLC
MUD SERIES	87702620	Registered	5526583	07/24/18	Custom Wheel House, LLC
DIRT SERIES	87702618	Registered	5526582	07/24/18	Custom Wheel House, LLC
TENSOR	87697447	Registered	5459196	05/01/18	Custom Wheel House, LLC
DUSTY TIMES	87683376	Registered	5897774	10/29/19	Custom Wheel House, LLC
METHOD RACE WHEELS	87627600	Registered	5458828	05/01/18	Custom Wheel House, LLC

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
TRAIL SERIES	87471507	Registered	5542154	08/14/18	Custom Wheel House, LLC
METHOD	87419796	Registered	5339255	11/21/17	Custom Wheel House, LLC
100% OFF ROAD	87178263	Registered	5163357	03/14/17	Custom Wheel House, LLC
DISCO SERIES	87106793	Registered	5438934	04/03/18	Custom Wheel House, LLC
DESERT SERIES	87046390	Registered	5139221	02/07/17	Custom Wheel House, LLC
TENSOR TIRE	86474916	Registered	4833609	10/13/15	Custom Wheel House, LLC
METHOD RACE WHEELS	86474881	Registered	4781922	07/28/15	Custom Wheel House, LLC
REGULATOR	86107606	Registered	4696890	03/03/15	Custom Wheel House, LLC
SAND STRIPPER GMZ GMZRACEPRODUCTS.COM	86151679	Registered	4669978	01/13/15	Custom Wheel House, LLC
METHOD RACING	86975477	Registered	4682951	02/03/15	Custom Wheel House, LLC
METHOD RACE WHEELS	86975459	Registered	4654421	12/09/14	Custom Wheel House, LLC
METHOD RALLY WHEELS	86920321	Registered	5088452	11/22/16	Custom Wheel House, LLC
SAME DIRT, DIFFERENT DAY...	86872309	Registered	5177588	04/04/17	Custom Wheel House, LLC
DUSTY TIMES	86523753	Registered	5151715	02/28/17	Custom Wheel House, LLC
RFA	85839905	Registered	4618158	10/07/14	Custom Wheel House, LLC
MODUS	85839903	Registered	4618157	10/07/14	Custom Wheel House, LLC
TENSOR	85817965	Registered	4606266	09/16/14	Custom Wheel House, LLC
GMZ RACE PRODUCTS	85515484	Registered	4296426	02/26/13	Custom Wheel House, LLC
METHOD FORGED	77784468	Registered	3962456	05/17/11	Custom Wheel House, LLC
METHOD RACING	77784466	Registered	3962455	05/17/11	Custom Wheel House, LLC
LIGHTER, STRONGER, FASTER	77784467	Registered	3883813	11/30/10	Custom Wheel House, LLC

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
METHOD RACE WHEELS	77784463	Registered	3880986	11/23/10	Custom Wheel House, LLC
METHOD RACING WHEELS	77784465	Registered	3962454	05/17/11	Custom Wheel House, LLC