

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheel Group Holdings, LLC		03/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6238928	ALPHA	
Registration Number:	6238919	ALPHA	
Registration Number:	5877040	RANGER OVERLAND	
Registration Number:	5416109	DELTA OVERLAND	
Registration Number:	5416108	ELITE OVERLAND	
Registration Number:	5638659	TRAILHEAD	
Registration Number:	4768835	TUFF STUFF	
Registration Number:	5047651	TUFF STUFF	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>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.</i>			
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		
ATTORNEY DOCKET NUMBER:	057121-0553		

CH \$215.00 6238928

NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	03/23/2021
Total Attachments: 5 source=TWG - Trademark Security Agreement (EcomAutomotive Addition) [Executed]#page1.tif source=TWG - Trademark Security Agreement (EcomAutomotive Addition) [Executed]#page2.tif source=TWG - Trademark Security Agreement (EcomAutomotive Addition) [Executed]#page3.tif source=TWG - Trademark Security Agreement (EcomAutomotive Addition) [Executed]#page4.tif source=TWG - Trademark Security Agreement (EcomAutomotive Addition) [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2021, 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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007230 FRAME: 0314

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007230 FRAME: 0315

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	88960127	6/11/2020	△ P H △	6238928	1/5/2021	Wheel Group Holdings, LLC
US	88960023	6/11/2020	ALPHA	6238919	1/5/2021	Wheel Group Holdings, LLC
US	87488661	6/14/2017	RANGER OVERLAND	5877040	10/8/2019	Wheel Group Holdings, LLC
US	87488617	6/14/2017	DELTA OVERLAND	5416109	3/6/2018	Wheel Group Holdings, LLC
US	87488577	6/14/2017	ELITE OVERLAND	5416108	3/6/2018	Wheel Group Holdings, LLC
US	87396575	4/3/2017	TRAILHEAD	5638659	12/25/2018	Wheel Group Holdings, LLC
US	86976032	7/28/2014	Tuff Stuff	4768835	7/7/2015	Wheel Group Holdings, LLC
US	86349376	7/28/2014	Tuff Stuff	5047651	9/27/2016	Wheel Group Holdings, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Outbound Licenses:

1. Non-exclusive License Agreement by and between Wheel Group Holdings, LLC, a Delaware limited liability company (as successor in interest to EcomAutomotive, Inc., a California corporation) and Horizon Hobby, LLC, a Delaware limited liability company (“Horizon Hobby”) dated September 14, 2020 allowing Horizon Hobby to use Wheel Group Holdings, LLC’s (as successor in interest to EcomAutomotive, Inc.) product shapes and trademarks in connection with its radio-controlled model vehicles.