

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dresser Tire & Rubber Co., LLC		08/23/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, National Association, as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1779627	AERO CLASSIC	
Registration Number:	3188628	TOMAHAWK TIRES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	17044933657		
Email:	mmcgill@kslaw.com		
Correspondent Name:	Maggie McGill		
Address Line 1:	300 S. Tryon, Ste 1700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Maggie McGill		
SIGNATURE:	/Maggie McGill/		
DATE SIGNED:	08/24/2023		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of August 23, 2023 by Desser Tire & Rubber Co., LLC, a Delaware limited liability company ("Assignor"), in favor of CITIZENS BANK, NATIONAL ASSOCIATION (as successor by merger to Citizens Bank of Pennsylvania, a Pennsylvania state chartered bank), acting in its capacity as the administrative agent ("Assignee"). Capitalized terms used but not defined herein shall have the meanings attributed to such term in the hereinafter defined Agreement.

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Second Amended and Restated Intellectual Property Security Agreement, dated as of January 5, 2018 (the "Agreement"), which provides that under certain conditions specified therein, Assignor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled.

NOW THEREFORE, Assignor hereby agrees as follows:

1. Assignment of Intellectual Property. Subject to the terms of the Agreement, Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to (a) the Intellectual Property listed on Schedule 1 hereto and made a part hereof, and all renewals thereof, all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (all of the foregoing are sometimes referred to herein, either individually or collectively, as the "Intellectual Property"), and (b) the goodwill of Assignor's business connected with and symbolized by the Intellectual Property. The Intellectual Property and such goodwill are collectively referred to herein as the "Collateral".

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except pursuant to the Agreement.

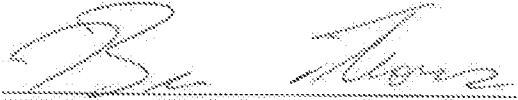
3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York (without regard to the conflicts of laws principles thereof).


IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

Assignor:

DESSER TIRE & RUBBER CO., LLC

By: 
Name: Benjamin E. Thomas
Title: President

Schedule 1

<u>BORROWER</u>	<u>INTELLECTUAL PROPERTY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>MARK</u>
Desser Tire & Rubber Co., LLC	Registered Trademark	1779627	Jun. 29, 1993	AERO CLASSIC
Desser Tire & Rubber Co., LLC	Registered Trademark	3188628	December 26, 2006	 TOMAHAWK TIRES