

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNICORN TIRE CORPORATION		11/03/2023	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	214 North Tryon Street		
Internal Address:	19th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4436615	UNICORN TIRE	
Registration Number:	4349464	TRAVELSTAR	
Registration Number:	3604111	FINALIST	
Registration Number:	5758582	ECOPATH	
Registration Number:	4893286	ONYX	
Registration Number:	3118417	MASTERTRACK	
Registration Number:	2846204	SENTINEL	
Serial Number:	97440533	SENTINEL SHIELD	
Serial Number:	97440515	MASTERTRACK BADLANDS	
Serial Number:	97440528	SENTINEL SCOUT	
Serial Number:	98113702	FINALIST TERRENO	
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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		

OP \$290.00 4436615

Address Line 2: 11th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 622304.00164

NAME OF SUBMITTER: Laura O'Brien

SIGNATURE: /Laura O'Brien/

DATE SIGNED: 11/21/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of November 3, 2023, is made by and among Unicorn Tire Corporation, a Tennessee corporation ("Grantor") in favor of Truist Bank (the "Secured Party").

Grantor and Secured Party have entered into a Revolving Credit Agreement dated as of November 3, 2023 (the "Credit Agreement").

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all

of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

UNICORN TIRE CORPORATION

Name: Ervin Zhou
Title: President
Name: Ervin Zhou

TRUIST BANK


By: _____
Name: _____
Title: _____

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

UNICORN TIRE CORPORATION

Name: _____
Title: _____
Name: _____

TRUIST BANK

By:  _____
Name: Andrew S. Wyatt
Title: Senior Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration No. / Application No.	Issue Date / Application Date	Owner
SENTINEL SHIELD	97440533	June 2, 2022	Unicom Tire Corporation
MASTERTRACK BADLANDS	97440515	June 2, 2022	Unicom Tire Corporation
SENTINEL SCOUT	97440528	June 2, 2022	Unicom Tire Corporation
FINALIST TERRENO	98113702	August 2, 2023	Unicom Tire Corporation
UNICORN TIRE	FEDTM 4436615	November 19, 2013	Unicom Tire Corporation
TRAVELSTAR	FEDTM 4349464	June 11, 2013	Unicom Tire Corporation
FINALIST	FEDTM 3604111	April 7, 2009	Unicom Tire Corporation
ECOPATH	FEDTM 5758582	May 21, 2019	Unicom Tire Corporation
ONYX	FEDTM 4893286	January 26, 2016	Unicom Tire Corporation
MASTERTRACK	FEDTM 3118417	July 18, 2006	Unicom Tire Corporation
SENTINEL	FEDTM 2846204	May 25, 2004	Unicom Tire Corporation