

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI111454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTR ENGINEERED SOLUTIONS, INC.	FORMERLY OTR Wheel Engineering, Inc.	03/21/2024	Corporation: GEORGIA
OUTDOOR TIRE, LLC		03/21/2024	Limited Liability Company: NEBRASKA
TRANS AMERICAN RUBBER, INC.		03/21/2024	Corporation: COLORADO
RECEIVING PARTY DATA			
Company Name:	CIBC BANK USA, as Administrative Agent		
Street Address:	120 SOUTH LASALLE STREET		
Internal Address:	SUITE 200		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97748949	OTR ENGINEERED SOLUTIONS	
Serial Number:	97748946	OTR	
Serial Number:	88748445	BLIZZARD MASTER	
Serial Number:	88748447	BLIZZARDMASTER	
Serial Number:	88849390	RAINMAX H2O	
Serial Number:	87162942	OUTDOORTIRE.COM	
Serial Number:	78638248	HONEST, HARDWORKING	
Serial Number:	78638286	TRANS AMERICAN RUBBER INC.	
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:	2129406562		
Email:	joanne.arnold@katten.com		

CH \$215.00.00 97748949

Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

ATTORNEY DOCKET NUMBER: 339038.00122

NAME OF SUBMITTER: Joanne Arnold

SIGNATURE: Joanne Arnold

DATE SIGNED: 03/21/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of March 21, 2024 by OTR ENGINEERED SOLUTIONS, INC. (f/k/a OTR Wheel Engineering, Inc.), a Georgia corporation, OUTDOOR TIRE, LLC, a Nebraska limited liability company, and TRANS AMERICAN RUBBER, INC., a Colorado corporation (collectively, “**Grantor**”), in favor of CIBC BANK USA, as Administrative Agent for the Lenders (“**Grantee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the trademark registrations, trademark applications and trademark licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantor and certain of its affiliates have entered into that certain Loan and Security Agreement dated as of May 24, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with Grantee and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each United States trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“**PTO**”) on the basis of Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use

is submitted to and accepted by the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirm that the rights and remedies of Grantee with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

OTR ENGINEERED SOLUTIONS, INC.

By: _____
Name: Jonathan D. Gormin
Title: Vice President

OUTDOOR TIRE, LLC

By: Silverstone, Inc., its sole member

By: _____
Name: Jonathan D. Gormin
Title: Vice President

TRANS AMERICAN RUBBER, INC.




By: _____
Name: Jonathan D. Gormin
Title: Vice President

Acknowledged:


CIBC BANK USA, as Administrative Agent

By: David J. Pecka
Name: David J. Pecka
Title: Managing Director

Schedule 1
to
Trademark Security Agreement

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Record Owner ¹
	97748949	1/10/2023	N/A	N/A	Pending	OTR ENGINEERED SOLUTIONS, INC.
	97748946	1/10/2023	N/A	N/A	Pending	OTR ENGINEERED SOLUTIONS, INC.
BLIZZARD MASTER	88748445	1/6/2020	6435293	7/27/2021	Registered	OTR ENGINEERED SOLUTIONS, INC.
BLIZZARDMASTER	88748447	1/6/2020	6435294	7/27/2021	Registered	OTR ENGINEERED SOLUTIONS, INC.
RAINMAX H2O	88849390	3/26/2020	6479927	9/7/2021	Registered	OTR ENGINEERED SOLUTIONS, INC.
	87162942	9/7/16	5551388	8/28/18	Registered	OUTDOOR TIRE, LLC
HONEST, HARDWORKING	78638248	5/26/05	3288774	9/4/07	Registered	TRANS AMERICAN RUBBER, INC.

¹ Change of Owner Name documentation to be filed with the United States Patent and Trademark Office reflecting the name change from OTR Wheel Engineering, Inc. to OTR Engineered Solutions, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Record Owner ¹
	78638286	5/26/05	3484904	8/12/08	Registered	TRANS AMERICAN RUBBER INC.