

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6512013

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ROUND 2, LLC	01/12/2021
AUTOWORLD.COM, LLC	01/12/2021
ROUND 2 HOLDINGS, LLC	01/12/2021
RECEIVING PARTY DATA	
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION
Street Address:	400 NORTH MAIN STREET
Internal Address:	MD G25511
City:	ELKHART
State/Country:	INDIANA
Postal Code:	46156
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D682363
Patent Number:	D679767
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:	3125805084
Email:	kmoranirizarry@thompsoncoburn.com
Correspondent Name:	KIM MORAN IRIZARRY
Address Line 1:	55 E MONROE ST., 37TH FLOOR
Address Line 4:	CHICAGO, ILLINOIS 60603
NAME OF SUBMITTER:	KIMBERLY MORAN IRIZARRY
SIGNATURE:	/Kimberly Moran Irizarry/
DATE SIGNED:	01/24/2021
Total Attachments: 15	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is executed and delivered as of January 12, 2021, by Round 2, LLC, an Indiana limited liability company (“**Round 2**”), AutoWorld.com, LLC, an Indiana limited liability company (“**AutoWorld**”), and Round 2 Holdings, LLC, a Delaware limited liability company (“**Holdings**”) (Round 2, AutoWorld and Holdings are each individually a “**Borrower**” and, collectively the “**Borrowers**”), to Fifth Third Bank, National Association (“**Lender**”).

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the “**Financial Accommodations**”) to Borrowers evidenced by, among other documents, that certain Credit and Security Agreement of even date herewith by and among Borrowers and Lender (as amended or restated from time to time, the “**Credit Agreement**”) and the “**Other Agreements**” (as defined in the Credit Agreement) (the Other Agreements, together with the Credit Agreement and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively the “**Loan Documents**”);

WHEREAS, pursuant to the Credit Agreement, Borrowers granted to Lender a security interest and lien in and to all of Borrowers’ assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

1. **Incorporation of Credit Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Credit Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Borrower hereby grants and conveys to Lender a security interest and Lien in and to all of such Borrower’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the “**Intellectual Property Collateral**”):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit “A”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “**Trademarks**”);

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Credit Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and Lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. **Restrictions on Future Agreements.**

A. Borrowers agree that until the Obligations shall have been paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrowers' obligations under this Agreement. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Other than liens subordinate to Lender's Lien provided as collateral for Subordinated Debt, each Borrower hereby represents and warrants to Lender that such Borrower has not granted any license or security interest to any Person other than Lender in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated,

other than as collateral for Subordinated Debt, such Borrower shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrowers. If, prior to payment of the Obligations in full, such Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Borrowers' quality control processes. Upon an Event of Default, Borrowers agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Credit Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as such Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Credit Agreement and shall be effective as set forth in the Credit Agreement.

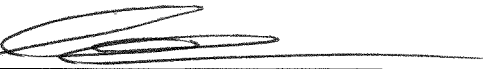
16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to “Borrowers” and “Borrower” shall mean Round 2, AutoWorld and Holdings, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Round 2, AutoWorld and Holdings.


[signature page follows]

IN WITNESS WHEREOF, each Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.


ROUND 2, LLC,
an Indiana limited liability company

By: 
Name: Glenn C. Harrison
Title: Vice President

AUTOWORLD.COM, LLC,
an Indiana limited liability company

By: 
Name: Glenn C. Harrison
Title: President

ROUND 2 HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Glenn C. Harrison
Title: President

Signature page to Intellectual Property Security Agreement

ACCEPTANCE

The undersigned, Fifth Third Bank, National Association, accepts the foregoing collateral assignment of Intellectual Property.

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: Craig Ellis
Name: Craig Ellis
Title: Senior Vice President

Acceptance page to Intellectual Property Security Agreement

SCHEDULE A

Trademarks and Trademark Registrations

Loan Party	Docket #	Mark	Jurisdiction	Application #	Registration #	Application Date/Filing Date	Registration Date/Issue Date	Key Date / Next Task Date
Round 2	RNDI-03	Xtraction	United States	78225291	2883236	3/13/2003	9/7/2004	09/09/2024 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-04	Ultrared	United States	86010355	4777799	7/15/2013	7/21/2015	07/21/2021 - Deadline to file Section 8/71 Declaration
Round 2	RNDI-05	Thunderjets	United States	74715164	2091890	8/14/1995	8/26/1997	08/26/2027 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-06	SSP	United States	77934275	4432761	2/12/2010	11/12/2013	11/12/2019 - Deadline to file Section 8/71 Declaration
Round 2	RNDI-07	Racing Dreams	United States	85600873	4764864	4/18/2012	6/30/2015	06/30/2021 - Deadline to file Section 8/71 Declaration
Round 2	RNDI-08	Polar Lights	United States	74605033	2006960	12/1/1994	10/8/1996	10/08/2026 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-09	Playing Mantis	United States	78327289	3057115	11/13/2003	2/7/2006	02/09/2026 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-10	MPC Design	United States	72339102	0898208	9/29/1969	9/8/1970	09/09/2020 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-13	Lindberg	United States	75036723	2020865	12/26/1995	12/3/1996	12/03/2026 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-14	Holiday Muscle	United States	85600916	4773219	4/18/2012	7/14/2015	07/14/2021 - Deadline to file Section 8/71 Declaration
Round 2	RNDI-15	Hawk	United States	78843685	3198870	3/22/2006	1/16/2007	01/19/2027 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-16	Curvehuggers	United States	85913525	4443804	4/24/2013	12/3/2013	12/03/2019 - Deadline to file Section 8/71 Declaration
Round 2	RNDI-17	AW Auto World	United States	72328929	889007	6/3/1969	4/7/1970	04/08/2030 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-18	AMT	United States	74483085	1875381	1/27/1994	1/24/1995	01/24/2025 - Deadline to file Section 8/9 Declaration
Round 2	RNDI-25	Cars N Coffee	United States	87103869	5459690	7/14/2016	5/1/2018	05/01/2024 - Deadline to file Section 8/71 Declaration
Round 2	RNDI-xx	MPC and Design	United States		0984388		5/21/1974	08/27/2019 - Respond to Office Action
Round 2	RNDI-xx	ROLLING STONES	United States	90112763		8/13/2020		
Round 2	RNDI-xx	OK USED CARS	United States	88953692		6/8/2020		
Round 2	RNDI-xx	BARN FINDS	United States	88762147		1/16/2020		
Round 2	RNDI-xx	BRICK RACERS	United States	88585634		8/20/2019		

SCHEDULE B

Patents and Patent Registrations

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration <u>Date</u> (as applicable)
Round 2, LLC	MINIATURE VEHICLE TRACK	USA	D682363	05/14/2013
Round 2, LLC	MINIATURE VEHICLE TRACK	USA	D679767	04/09/2013

SCHEDULE C

Copyrights and Copyright Applications

<u>Grantor</u>	<u>Copyright</u>	<u>Registration Number</u>
None.		

SCHEDULE D

License Agreements

1. Media License Agreement between Autoworld.com and PHMG dated August 6, 2020.
2. Master Services Agreement between Wiser Solutions, Inc. and Round 2 dated May 14, 2020.
3. Diecast Agreement by and between Learning Curve Brands, Inc. and Round 2, LLC dated February 19, 2008; with Amendment to Diecast Agreement dated January 27, 2012 by and between Tomy International, Inc. (f/k/a Learning Curve Brands, Inc.) (first amendment); with Amendment to Diecast Agreement dated July 20, 2012 by and between Tomy International, Inc. (f/k/a Learning Curve Brands, Inc.) and Round 2, LLC (second amendment); Third Amendment to Diecast Agreement dated January 1, 2020 (third amendment).
4. License Agreement dated May 15, 2015, by and between TOMY International, Inc. and Affiliates, and Round 2, LLC; as amended by First Amendment dated December 1, 2015; as amended by Second Amendment dated January 30, 2017; as amended by Third Amendment to License Agreement dated March 13, 2018; as amended by Fourth Amendment to License Agreement dated as of January 1, 2019; as amended by Fifth Amendment to License Agreement dated as of dated as of January 1, 2020; as amended by Sixth Amendment to License Agreement dated as of August 13, 2020.
5. Trademark License Agreement dated October 20, 2009 between George Barris / Barris Kustom Industries and Round 2, LLC ; as amended February 19, 2014 by and between George Barris / Barris Kustom Industries and Round 2, LLC; as amended by Third Amendment to License Agreement dated April 1, 2016 by and between Barris Kustom Industries and Round 2, LLC; as amended by Fourth Amendment to License Agreement dated January 1, 2019 between Barris Kustom Industries and Joji A. Barris-Paster and Round 2, LLC. *NOTE: a Second Amendment was inadvertently skipped over.
6. Product License Agreement by and between Warner Bros. Consumer Products, Inc. and Round 2, LLC dated August 5, 2015.
7. Merchandise License Agreement by and between American Honda Motor Co., Inc. and Round 2, LLC dated April 1, 2014, as amended by First Amendment to Merchandise Agreement between American Honda Motor Co., Inc. and Round 2, LLC dated March 1, 2019.
8. Licensing Agreement – Diecast No. 11292018 dated November 29, 2018 between John Force Racing, Inc. and Round 2, LLC.
9. Merchandising License Agreement between EON Productions Limited and Round 2, LLC, dated April 5, 2019.
10. License Agreement between FCA US LLC, and Round 2, LLC, dated December 24, 2020.
11. General Motors License Agreement by and between General Motors, LLC and Round 2, LLC dated January 10, 2018; as amended by First Amendment to General Motors License Agreement dated April 3, 2018 by and between General Motors, LLC and Round 2, LLC; as amended by Second Amendment to General Motors License Agreement dated February 22, 2019 by and between General Motors, LLC and Round 2, LLC; as amended by Third Amendment to General Motors License Agreement dated May 6, 2019 by and between General Motors, LLC and Round 2, LLC; as amended by Fourth Amendment to General Motors License Agreement dated August 19, 2019 by and between General Motors, LLC and Round 2, LLC; as amended by Fifth Amendment to General Motors License Agreement dated September 4, 2019 by and between General Motors, LLC and Round 2, LLC; as amended by Sixth Amendment to General Motors License Agreement dated June 3, 2020 by

- and between General Motors, LLC and Round 2, LLC; as amended by Seventh Amendment to General Motors License Agreement dated June 3, 2020, by and between General Motors, LLC and Round 2, LLC; as amended by Eighth Amendment to General Motors License Agreement dated June 2, 2020 by and between General Motors, LLC and Round 2, LLC; as amended by Ninth Amendment of General Motors License Agreement dated August 10, 2020 by and between General Motors, LLC and Round 2, LLC; as amended by Tenth Amendment to General Motors License Agreement dated September 2, 2020 by and between General Motors, LLC and Round 2, LLC, as amended by Eleventh Amendment to General Motors License Agreement dated September 29, 2020 by and between General Motors, LLC and Round 2, LLC.
12. ITV Ventures Limited Agreement Term Sheet dated September 11, 2019 between ITV Ventures Limited and Round 2, LLC; as amended by Agreement between ITV Ventures Limited and Round 2, LLC dated January 1, 2020.
 13. Merchandising License Agreement dated April 1, 2018 between CBS Consumer Products, Inc. and Round 2, LLC; as amended by Amendment A dated August 19, 2019 between CBS Consumer Products, Inc. and Round 2, LLC.
 14. Ford Motor Company Non-Exclusive Trademark License Agreement dated January 1, 2017 between Ford Motor Company and Round 2, LLC.
 15. Merchandising License Agreement dated May 15, 2017 between Toyota Motor Corporation and Round 2, LLC.
 16. License Agreement between Ed Big Daddy Roth, Inc. and Round 2, LLC dated November 9, 2015; as amended by License 1st Amendment dated November 1, 2018 by and between Ed "Big Daddy" Roth, Inc. and Round 2, LLC.
 17. License Agreement by and among The Coca-Cola Company, Coca-Cola Ltd., and Round 2, LLC dated May 14, 2016; as amended by First Amendment to License Agreement dated October 10, 2017; as amended by Second Amendment to License Agreement dated July 1, 2019.
 18. Merchandise License Agreement between Round 2, LLC and Hasbro, Inc. and Hasbro International, Inc. dated July 25, 2019.
 19. License Agreement between Mike Mantel and Round 2, LLC dated May 15, 2019.
 20. License Agreement dated April 8, 2019 between Hemmings Motor News, Inc. and Round 2, LLC.
 21. Merchandise License Agreement dated May 1, 2018 between Hostess Brands, LLC and Round 2, LLC.
 22. Trademark License Agreement dated September 1, 2016 by and between International Truck Intellectual Property Company, LLC and Round 2, LLC; as amended by Renewal Amendment to Trademark License Agreement by and between International Truck Intellectual Property Company, LLC and Round 2, LLC dated October 29, 2019 (Amendment references March 1, 2016).
 23. License Agreement dated June 26, 2020 between Pamela L. Hardy and Round 2, LLC.
 24. License Agreement between Kalitta Motorsports, LLC and Round 2, LLC d/b/a AutoWorld dated February 20, 2020.
 25. License Agreement between Group Lotus Limited and Round 2, LLC.
 26. Agreement dated February 24, 2002 by and between Mazda Ace Co., Ltd. and Round 2, LLC.
 27. License Agreement dated April 20, 2018 by Mitsubishi Motors Corporation and Round 2, LLC.
 28. License Agreement dated December 9, 2019 between Tom McEwen and Round 2, LLC.
 29. License Agreement by and between Round 2, LLC and National Hot Rod Association dated May 30, 2019.

30. Merchandise License Agreement by and between Nissan North America, Inc. and Round 2, LLC dated April 26, 2013; as amended by First Amendment to Merchandise License Agreement dated March 31, 2015; as amended by Second Amendment to Merchandise License Agreement dated March 31, 2018; as amended by Third Amendment to Merchandise License Agreement between Nissan Motor Co., Ltd. and Round 2, LLC dated March 31, 2020.
31. Trademark License Agreement dated March 20, 2018 by and between PACCAR, Inc. and Round 2 Corporation.
32. License Agreement between Pacific Cycle, Inc. and Round 2, LLC dated December 1, 2018.
33. License Agreement dated April 13, 2020 between Petty IP, LLC and Round 2, LLC.
34. License Agreement by and between Phillips 66 Company and Round 2, LLC effective May 1, 2017; as amended by Amendment 1 effective May 20, 2017 between Phillips 66 Company and Round 2, LLC; Amendment 2 to License Agreement Number P66CO.0517JCW093 dated March 1, 2019 between Phillips 66 Company and Round 2, LLC.
35. License Agreement dated January 1, 2018 between Volvo Merchandise AB and Round 2, LLC.
36. License Agreement dated January 1, 2019 between Volvo Merchandise AB and Round 2, LLC.
37. Trademark License Agreement dated May 5, 2020 by and between Wagner Motorsport and Round 2, LLC.
38. License Agreement #2 dated March 8, 2019 between Roland Leong and Round 2, LLC.
39. License Agreement dated January 1, 2019 between Carroll Shelby Licensing, Inc. and Round 2, LLC.
40. Merchandising License Agreement dated April 9, 2012 Sony Pictures Consumer Products, Inc., as agent for Columbia Pictures Industries, Inc., and Round 2, LLC; as amended by Amendment to Merchandising License Agreement #302329 dated March 14, 2014; as amended by Amendment #2 to Merchandising License Agreement #302329 dated November 9, 2015; as amended by Amendment #3 to Merchandising License Agreement #302329 dated March 2, 2018; as amended by Amendment #4 to Merchandising License Agreement #302329 dated June 17, 2019 by and between Sony Pictures Consumer Products, Inc., as agent for Columbia Pictures Industries, Inc., and Round 2, LLC.
41. Merchandising License Agreement dated April 1, 2020 between Toho International, Inc. and Round 2, LLC.
42. Non-Exclusive Trademark License Agreement dated December 20, 2019 by and between Round 2, LLC and General Marketing Capital, Inc.
43. Turtle Wax, Inc. Agreement with Round 2, LLC dated October 1, 2018 by and between Turtle Wax, Inc. and Round 2, LLC.
44. License Agreement by and between the United States Postal Service and Round 2, LLC dated April 1, 2020.
45. License Agreement dated May 1, 2019 between Tim Wilkerson and Round 2, LLC.
46. License Agreement dated October 23, 2019 between McMillen Motorsports and Round 2, LLC.
47. License Agreement dated August 16, 2020 between Tommy Ivo and Round 2, LLC.
48. License Agreement dated November 1, 2018 between Kabushiki Kaisha Subaru and Round 2, LLC.
49. License Agreement dated August 28, 2019 between SuperCar Collectibles Ltd. and Round 2, LLC.
50. Program License Agreement, together with Standard Terms and Conditions, between Tatsunoko Production Co., Ltd. and Round 2, LLC dated March 23, 2020.

51. License Agreement 2 dated November 9, 2019 between the Studebaker National Museum and Round 2, LLC.
52. Trademark License Agreement dated June 2020 by and between Sunmarks, LLC and Round 2, LLC.
53. License Agreement dated February 5, 2020 between Tasca Racing, LLC and Round 2, LLC.
54. License Agreement dated August 9, 2019 between Torrence Racing and Round 2, LLC.
55. License Agreement dated March 13, 2018 between Angela Savage represented by Indy Collab, Inc., and Round 2, LLC.
56. Master Merchandising License Agreement dated as of January 1, 2016, by and between Universal Studios Licensing LLC and Round 2, LLC, as amended by Amendment #1 dated as of July 30, 2018, as amended by Amendment #2 dated as of August 14, 2019; as amended by Amendment #3 to Schedule A dated December 23, 2019.
57. License Agreement dated July 16, 2020 between USA-1 4X4, Inc. and Round 2, LLC.
58. Contract between Volkswagen AG and Round 2, LLC dated June 20, 2006; Amendment dated September 21, 2015; Amendment to License Agreement L1518 dated July 15, 2020 between Volkswagen Zubehor GmbH and Round 2, LLC.
59. License Agreement dated October 8, 2018 between The Yokohama Rubber Company and Round 2, LLC.
60. Manufacturing License Agreement dated May 10, 2017 between CMW Holdings, Ltd. and Round 2, LLC.
61. Trademark License Agreement between The Goodyear Tire & Rubber Company and Round 2, LLC dated October 1, 2008; as amended by First Amendment to Trademark License Agreement dated December 31, 2011; as amended by Second Amendment to Trademark License Agreement dated December 31, 2014; as amended by Third Amendment to Trademark License Agreement dated December 1, 2017.
62. Trademark License Agreement dated October 1, 2008 by and between Goodyear Canada, Inc. and Round 2, LLC d/b/a Auto World; as amended by First Amendment to License Agreement between Goodyear Canada Inc. and Round 2, LLC dated December 31, 2011; as amended by Second Amendment to License Agreement dated December 31, 2014; as amended by Third Amendment to License Agreement dated December 31, 2014.
63. License Agreement by and between Bridgestone Brands, LLC and Round 2, LLC dated January 1, 2016; as amended by Amendment Number 1 to the License Agreement dated December 4, 2018.
64. Products License Agreement by and between Gulf Oil Limited Partnership and Round 2, LLC dated August 1, 2017.
65. Merchandising License Agreement No. 2018048 by and between AM General, LC and Round 2, LLC dated July 12, 2018.
66. General Motors License Agreement by and between General Motors, LLC and Round 2, LLC dated April 18, 2018.
67. License Agreement dated March 19, 2019 between Tim Wellborn and Round 2, LLC.
68. License Agreement dated April 19, 2019 between Straightline Straf, LLC and Round 2, LLC.
69. License Agreement dated June 23, 2015 by and between Don Prudhomme and Don Prudhomme Racing, Inc. and Round 2, LLC; as amended by License Agreement 1st Amendment dated June 19, 2018 by and between Don Prudhomme and Don Prudhomme Racing, Inc. and Round 2, LLC.
70. License Agreement between Autocar, LLC and Round 2, LLC dated February 14, 2018.
71. License Agreement between Dr. Michael Beebe, son and sole proprietor of Tim Beebe, and Round 2, LLC dated August 27, 2020.

72. License Agreement by and between Chevron Products Company, a division of Chevron U.S.A., Inc., and Round 2, LLC dated December 18, 2009; as amended by Amendment No. 1 dated May 14, 2010; as amended by Second Amendment dated February 6, 2011; as amended by Third Amendment dated June 30, 2016; as amended by Fourth Amendment dated September 29, 2016; as amended by Fifth Amendment dated January 6, 2017; as amended by Sixth Amendment dated July 21, 2020.
73. License Agreement dated August 5, 2020, between Bruce Larson and Round 2, LLC.
74. License Agreement dated January 28, 2020 between Cruz Pedregon and Round 2, LLC.
75. Trademark License Agreement by and between Boeing Management Company and Round 2, LLC dated April 27, 2011; as amended by Amendment No. 1 to Trademark License Agreement dated April 19, 2012; as amended by Amendment No. 2 dated December 16, 2013; as amended by Amendment No. 3 dated December 4, 2014; as amended by Amendment No. 4 dated April 9, 2015; as amended by Amendment No. 5 dated September 24, 2015; as Amended by Amendment No. 6 dated May 13, 2016; as amended by Amendment No. 7 dated November 2, 2016; as amended by Amendment No. 8 dated February 13, 2018.
76. Trademark License Agreement Daimler Trucks North America LLC and Round 2, LLC dated July 1, 2009; as amended by First Amendment to Trademark License Agreement dated June 13, 2012; as amended by Second Amendment to Trademark License Agreement dated June 30, 2015; Third Amendment to Trademark License Agreement between Daimler Trucks North America LLC and Round 2, LLC dated June 30, 2018.
77. License Agreement dated June 1, 2018 between Dan Gurney's All American Racers, Inc. and Round 2, LLC.
78. License agreement dated February 1, 2018 between Wilson Trailer and Round 2, LLC.
79. License agreement dated October 23, 2019 between Don Schumacher Racing , DSR and Round 2, LLC.
80. License agreement dated February 27, 2013 between Mike Keough and Round 2, LLC; as amended by First Amendment to License Agreement dated January 1, 2015; as amended by Second Amendment to License Agreement dated January 3, 2019.
81. Consumer Products License Agreement dated January 1, 2020 between Mattel, Inc., Mattel Europa B.V. and Round 2, LLC.
82. License Agreement dated August 31, 2017 between Gene Snow and Round 2, LLC.
83. License Agreement dated March 13, 2020 between DIVCO Club of America and Round 2, LLC.
84. License Agreement dated November 12, 2019 between My World Outside LLC and Round 2, LLC.
85. License Agreement dated August 14, 2020 between Joel Rosen, President of BM, Inc., and Round 2, LLC.
86. License Agreement dated February 17, 2012 by and between Don Garlits and Round 2, LLC; as amended by First Amendment dated February 27, 2014; as amended by Second Amendment dated December 9, 2015; as amended by Third Amendment to License Agreement dated November 1, 2018.
87. Shopify Plus Agreement dated June 15, 2020 between Shopify Inc. and Autoworld.com.
88. Trade Mark License Agreement dated August 21, 2019 between Aston Martin Lagonda Limited and Round 2, LLC.