

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7425346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
THE CARLSTAR GROUP LLC	07/08/2022
MARASTAR, LLC	07/08/2022

RECEIVING PARTY DATA

Name:	TGC SENIOR FUNDING L.L.C.
Street Address:	C/O THE CARLYLE GROUP
Internal Address:	ONE VANDERBILT AVENUE, SUITE 3400
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	D673895
Patent Number:	D781219
Patent Number:	D783511
Patent Number:	D788687
Patent Number:	D793951
Patent Number:	D813790
Patent Number:	D830958
Patent Number:	D882499
Patent Number:	D923556
Patent Number:	D923557
Patent Number:	7231948
Patent Number:	9731562
Application Number:	17187656
PCT Number:	US2227511

CORRESPONDENCE DATA

Fax Number: (617)502-5002

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.

PATENT

Phone: 617-248-5000
Email: PatentDocket@choate.com
Correspondent Name: CHOATE HALL & STEWART LLP-PATENT DOCKET
Address Line 1: TWO INTERNATIONAL PLACE
Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2013444-0006

NAME OF SUBMITTER: BRIAN E. REESE, PHD, JD, MBA

SIGNATURE: /Brian E. Reese/

DATE SIGNED: 07/11/2022

Total Attachments: 14

source=Carlyle - Carlstar - IP Security Agreement#page1.tif
source=Carlyle - Carlstar - IP Security Agreement#page2.tif
source=Carlyle - Carlstar - IP Security Agreement#page3.tif
source=Carlyle - Carlstar - IP Security Agreement#page4.tif
source=Carlyle - Carlstar - IP Security Agreement#page5.tif
source=Carlyle - Carlstar - IP Security Agreement#page6.tif
source=Carlyle - Carlstar - IP Security Agreement#page7.tif
source=Carlyle - Carlstar - IP Security Agreement#page8.tif
source=Carlyle - Carlstar - IP Security Agreement#page9.tif
source=Carlyle - Carlstar - IP Security Agreement#page10.tif
source=Carlyle - Carlstar - IP Security Agreement#page11.tif
source=Carlyle - Carlstar - IP Security Agreement#page12.tif
source=Carlyle - Carlstar - IP Security Agreement#page13.tif
source=Carlyle - Carlstar - IP Security Agreement#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of July 8, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and TCG Senior Funding L.L.C., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, THE CARLSTAR GROUP LLC, a Delaware limited liability company (the “Lead Borrower”), THE CARLSTAR GROUP ULC, a Nova Scotia unlimited company (the “Canadian Borrower”), CARLSTAR INTERMEDIATE HOLDINGS I LLC, a Delaware limited liability company (“Ultimate Holdings”), and CARLSTAR INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“Intermediate Holdings” and, together with Ultimate Holdings, “Holdings”) have entered into the ABL Credit Agreement, dated as of July 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with each lender from time to time party thereto and TCG SENIOR FUNDING L.L.C., as Administrative Agent, Collateral Agent, Swingline Lender, and as Sole Lead Arranger and Sole Bookrunner. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain U.S. Security Agreement, dated as of July 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO, the USCO and/or the CIPO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising by the undersigned (the “Collateral”):

(a) all Patents, including the patents and patent applications set forth in Schedule A hereto;

(b) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby;

(c) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any property which is not "Collateral" pursuant to the terms of the Security Agreement, and no property which is not "Collateral" need be listed on any schedule to this IP Security Agreement.

2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable

due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks, the Commissioner of Patents for CIPO, the Registrar of Trademarks for CIPO and any other applicable government officer record this IP Security Agreement.

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

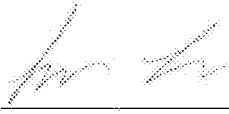
6. Governing Law; Jurisdiction; Etc. Each Grantor hereby acknowledges and agrees that Sections 10.15, 10.16 and 10.17 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

THE CARLSTAR GROUP LLC
MARASTAR, LLC

By: 
Name: Max Narancich
Title: Chief Financial Officer

TCG SENIOR FUNDING L.L.C., as Collateral Agent

By: 

Name: Joshua Lefkowitz
Title: Authorized Officer

**Schedule A to the
Intellectual
Property Security Agreement**

Schedule A – Patents

UNITED STATES PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Marastar, LLC	D673,895	Tire Tread
The Carlstar Group LLC	D781,219	Tire Tread
The Carlstar Group LLC	D783,511	Tire Tread
The Carlstar Group LLC	D788,687	Tire Tread
The Carlstar Group LLC	D793,951	Tire Tread
The Carlstar Group LLC	D813,790	Tire Tread
The Carlstar Group LLC	D830,958	Tire Tread
The Carlstar Group LLC	D882,499	Tire Tread
The Carlstar Group LLC	D923,556	Tire Tread
The Carlstar Group LLC	D923,557	Tire Tread
Marastar, LLC	7,231,948	Non-Pneumatic Tire and Method of Making the Same
The Carlstar Group LLC	9,731,562	Wheel Assembly for an Agricultural Implement and Method of Forming Same

Applications:

OWNER	SERIAL NUMBER	DESCRIPTION
The Carlstar Group LLC	17/187,656	Sinusoidal composite spring tire
The Carlstar Group LLC	PCT/US2022/027511	Non-Pneumatic Tire With Multi Angle Tension Control Reinforcements

CANADIAN PATENTS: None.

**Schedule B to the
Intellectual
Property Security Agreement**

Schedule B – Trademarks

Registered Trademarks:

UNITED STATES TRADEMARKS:

Owner	Mark	Registration Date (YYYY/MM/DD)	Registration Number
The Carlstar Group LLC	TRAIL TAMER	2022/05/31	6746567
The Carlstar Group LLC	CARLSTAR	2022/02/22	6654624
The Carlstar Group LLC	INERTIA	2022/01/11	6616659
The Carlstar Group LLC	RADIAL TRAIL USA	2022/01/04	6608980
The Carlstar Group LLC	WORK MATE	2021/08/24	6464990
The Carlstar Group LLC	AGRI SPECIALIST	2021/08/24	6464989
The Carlstar Group LLC	DURACITY	2021/07/06	6412132
The Carlstar Group LLC	TURF ARMOR	2021/02/02	6262924
The Carlstar Group LLC	PAVEMASTER	2021/01/12	6246516
The Carlstar Group LLC	VERSA TURF	2021/01/12	6246148
The Carlstar Group LLC	TERRA CLAW	2020/11/17	6200977
The Carlstar Group LLC	FARM SPECIALIST HYDRO-PRO D	2020/10/27	6185954
The Carlstar Group LLC	TENACITY	2020/09/29	6164747
The Carlstar Group LLC	CARLISLE RELIANCE RADIAL ST	2020/09/29	6164651
MARASTAR, LLC	TURF TRACTION	2020/08/25	6138256
MARASTAR, LLC	TURF LUG	2020/08/25	6138255
The Carlstar Group LLC	TERRA HOOK	2019/12/03	5928052
The Carlstar Group LLC	CYCLONE	2019/09/17	5862053
The Carlstar Group LLC	VERSA CROSS	2019/05/28	5765827

The Carlstar Group LLC	TWISTER	2019/04/02	5717856
MARASTAR, LLC	RANCH TOUGH	2018/09/11	5561008
The Carlstar Group LLC	ALL TURF	2018/09/04	5557429
The Carlstar Group LLC	THE CARLSTAR GROUP (VV Design)	2018/06/05	5486851
The Carlstar Group LLC	THE CARLSTAR GROUP	2018/05/08	5465889
MARASTAR, LLC	GARDEN BARROW	2018/05/08	5463061
MARASTAR, LLC	GARDEN STAR	2018/05/08	5463060
The Carlstar Group LLC	COYOTE	2018/03/13	5425130
The Carlstar Group LLC	BAJA CROSS	2017/12/19	5359845
The Carlstar Group LLC	VV	2017/12/05	5350955
The Carlstar Group LLC	THE CARLSTAR GROUP	2017/11/28	5346662
The Carlstar Group LLC	THE CARLSTAR GROUP (VV Design)	2017/11/28	5346661
The Carlstar Group LLC	CRYPTID	2017/08/15	5265965
The Carlstar Group LLC	VERSA TRAIL	2017/09/19	5291673
The Carlstar Group LLC	MARASTAR	2017/09/19	5291509
The Carlstar Group LLC	ULTRA CRT	2017/04/04	5177405
The Carlstar Group LLC	SS	2016/08/16	5020400
The Carlstar Group LLC	ROCK ARMOR	2014/04/08	4511244
The Carlstar Group LLC	TURF SMART	2013/03/19	4306497
The Carlstar Group LLC	BLACKWATER EVOLUTION	2013/03/19	4306023
The Carlstar Group LLC	WT300	2012/10/09	4222345
The Carlstar Group LLC	SIDEWALL ARMOR	2012/09/04	4203358
The Carlstar Group LLC	ERT	2012/08/28	4199861
MARASTAR, LLC	UNIVERSAL FIT	2012/05/01	4137261
MARASTAR, LLC	TIRE AID	2012/05/01	4137220
The Carlstar Group LLC	MAYHEM	2012/01/03	4081109
MARASTAR, LLC	EASY FIT	2011/11/01	4048847
The Carlstar Group LLC	ULTRA GUARD LVT	2010/06/15	3803648

The Carlstar Group LLC	USA LOADER	2010/02/02	3744106
The Carlstar Group LLC	MUD BOSS	2009/12/29	3732002
The Carlstar Group LLC	ULTRA CROSS	2009/12/01	3719733
The Carlstar Group LLC	BLACK ROCK	2009/12/01	3719463
The Carlstar Group LLC	TERRATHON	2009/11/10	3709642
The Carlstar Group LLC	FAST TRAX	2009/11/03	3707061
The Carlstar Group LLC	TURF PRO R-3	2009/10/27	3702053
The Carlstar Group LLC	FARM SPECIALIST HA	2009/10/27	3702038
The Carlstar Group LLC	BLACKROCK	2009/07/14	3655660
The Carlstar Group LLC	MUD TRAX	2009/04/14	3607730
The Carlstar Group LLC	MUD WOLF	2008/12/09	3544052
MARASTAR, LLC	UNIVERSAL FIT AIR FILLED HAND TRUCK/UTILITY TIRE	2008/04/01	3407569
MARASTAR, LLC	UNIVERSAL FIT FLAT FREE HAND TRUCK/UTILITY TIRE	2008/04/01	3407568
The Carlstar Group LLC	RADIAL TRAIL	2007/10/23	3317945
MARASTAR, LLC	UNIVERSAL FIT AIR FILLED WHEELBARROW TIRE	2007/09/25	3300257
The Carlstar Group LLC	TERRA CROSS	2007/09/11	3291769
The Carlstar Group LLC	ULTRA GUARD	2007/04/17	3231214
MARASTAR, LLC	UNIVERSAL FIT FLAT-FREE WHEELBARROW TIRE	2006/11/07	3170307
MARASTAR, LLC	UNIVERSAL WHEELBARROW TIRE	2006/11/07	3170305
The Carlstar Group LLC	GUARD DOG	2006/08/29	3136368
The Carlstar Group LLC	DUNE STAR	2006/08/29	3136316
The Carlstar Group LLC	SPORT TRAIL	2006/07/18	3117525
The Carlstar Group LLC	RELIANCE	2006/05/02	3087916
The Carlstar Group LLC	HOLESHOT	2005/09/20	2996514
The Carlstar Group LLC	QUADCROSS	2005/07/12	2967667

The Carlstar Group LLC	GROUND FORCE	2005/07/12	2967560
The Carlstar Group LLC	GT CRAGAR AND DESIGN	2005/02/22	2927317
The Carlstar Group LLC	SAND STAR	2004/10/05	2891679
The Carlstar Group LLC	FARM SPECIALIST	2004/09/14	2884739
The Carlstar Group LLC	TRAC CHIEF	2004/09/14	2884734
The Carlstar Group LLC	UNIQUE	2004/07/20	2865388
The Carlstar Group LLC	MUD LITE	2004/06/29	2858495
The Carlstar Group LLC	ALL TRAIL	2004/06/15	2854647
The Carlstar Group LLC	USA LOADER	2003/10/21	2776992
The Carlstar Group LLC	ULTRA RIB GSE	2003/08/12	2750917
The Carlstar Group LLC	TURF MAX	2002/07/30	2602580
The Carlstar Group LLC	XTRAC	2002/07/16	2595712
The Carlstar Group LLC	ITP	2001/09/18	2490924
The Carlstar Group LLC	SURE TRAIL	2000/04/25	2345834
The Carlstar Group LLC	BLACKWATER	1998/11/03	2201185
The Carlstar Group LLC	TRAIL WOLF	1998/08/25	2184575
The Carlstar Group LLC	TURF PRO	1998/05/26	2160888
The Carlstar Group LLC	TURF MASTER	1998/05/26	2160887
The Carlstar Group LLC	STREET PRO	1995/08/29	1914785
The Carlstar Group LLC	LINKS	1994/08/09	1849202
The Carlstar Group LLC	TURF MATE	1994/07/05	1842868
The Carlstar Group LLC	USA TRAIL	1994/05/03	1834559
The Carlstar Group LLC	SAWTOOTH	1994/02/15	1822000
The Carlstar Group LLC	STRYKER	1993/03/02	1755173
The Carlstar Group LLC	CRAGAR AMERICA'S CHOICE	1988/03/01	1478604

The Carlstar Group LLC	TOURMAX	1985/06/25	1344263
The Carlstar Group LLC	TRAIL PRO	1985/04/30	1333132
The Carlstar Group LLC	TURF-SAVER	1983/02/01	1225907
The Carlstar Group LLC	S/S	1976/01/27	1031812
The Carlstar Group LLC	CRAGAR SS AND DESIGN	1975/05/06	1010106
The Carlstar Group LLC	CRAGAR	1966/12/06	0819800

CANADIAN TRADEMARKS:

Owner	Mark	Registration Date (YYYY/MM/DD)	Registration Number	Application No.	International Registration Number
The Carlstar Group LLC	DURACITY	2022/01/26	TMA1118643	2032471	1533953
The Carlstar Group LLC	PAVEMASTER	2021/11/03	TMA1113125	2014375	1516481
The Carlstar Group LLC	THE CARLSTAR GROUP	2019/07/08	TMA1037887	1828484	N/A
The Carlstar Group LLC	TURF ARMOR	2022/04/27	TMA1127493	2049516	1548459
The Carlstar Group LLC	CARLSTAR	2019/07/08	TMA1037886	1828476	N/A
The Carlstar Group LLC	CARLSTAR Design	2019/09/09	TMA1053235	1718856	N/A
The Carlstar Group LLC	THE CARLSTAR GROUP Design (Vertical)	2019/09/09	TMA1053224	1718854	N/A
The Carlstar Group LLC	THE CARLSTAR GROUP Design (Horizontal)	2019/09/09	TMA1053244	1718855	N/A
The Carlstar Group LLC	ITP	2018/12/28	TMA1011938	1837819	N/A

The Carlstar Group LLC	CRAGAR	1969/03/28	TMA161878	0313363	N/A
The Carlstar Group LLC	FARM SPECIALIST HYDRO-PRO ND	2022/05/11	TMA1128273	1988291	N/A

Trademark Applications:

UNITED STATES TRADEMARK APPLICATIONS:

Applicant	Mark	File Date	Application Number
Marastar, LLC	YARD ROVER	2016/08/03	87126233

PENDING CANADIAN TRADEMARKS:

Applicant	Mark	File Date	Application Number	International Registration Number
The Carlstar Group LLC	AGRI SPECIALIST	2021/01/04	2090903	1579815
The Carlstar Group LLC	DURA TRAIL	2021/04/01	2109908	1593041
The Carlstar Group LLC	FARM SPECIALIST HYDRO-PRO D	2019/10/03	1988292	N/A
The Carlstar Group LLC	FSE	2022/02/03	2173355	1650471
The Carlstar Group LLC	HIGHWAY TRAIL	2021/02/16	2085002	N/A
The Carlstar Group LLC	INERTIA	2020/10/13	2057132	N/A
The Carlstar Group LLC	MOMENTUM	2022/01/28	2162941	N/A

The Carlstar Group LLC	RADIAL SRD	2021/04/09	2098697	N/A
The Carlstar Group LLC	RADIAL TRAIL USA	2020/05/19	2028980	N/A
The Carlstar Group LLC	SURE TRAIL	2021/11/29	2158531	1637975
The Carlstar Group LLC	WORK MATE	2021/01/04	2092699	1581828
The Carlstar Group LLC	RADIAL HAULER	2019/02/21	1947490	N/A
The Carlstar Group LLC	FARM SPECIALIST	2019/02/15	1946587	N/A
The Carlstar Group LLC	CARLSTAR	2021/11/25	2159949	1638462

**Schedule C to the
Intellectual
Property Security Agreement**

Schedule C – Copyrights

None.