

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8273354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE CARLSTAR GROUP LLC	11/09/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ALLY BANK, AS COLLATERAL AGENT
<b>Street Address:</b>	300 PARK AVENUE
<b>Internal Address:</b>	4TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
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:	US2022027511
Application Number:	18285889
Application Number:	63445860
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
<b>PATENT</b>	

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 8007130755  
**Email:** james.murray@wolterskluwer.com  
**Correspondent Name:** CT CORPORATION  
**Address Line 1:** 4400 EASTON COMMONS WAY  
**Address Line 2:** SUITE 125  
**Address Line 4:** COLUMBUS, OHIO 43219

<b>NAME OF SUBMITTER:</b>	LESLIE KIRSNER
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<b>SIGNATURE:</b>	/Leslie Kirsner/
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<b>DATE SIGNED:</b>	11/13/2023
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**Total Attachments: 18**

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## 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 November 9, 2023 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and ALLY BANK, 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 “Parent Borrower”, and collectively with each other Person joined thereto as a borrower from time to time, the “Borrowers” and each, a “Borrower”), CARLSTAR INTERMEDIATE HOLDINGS I LLC, a Delaware limited liability company and CARLSTAR INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (individually and collectively, “Holdings”) have entered into the ABL Credit Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders from time to time party thereto, the other parties from time to time party thereto and ALLY BANK, as Administrative Agent, Collateral Agent, Swingline Lender and an L/C Issuer. 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 November 9, 2023 (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, 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:

Section 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 hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");

(ii) 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 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 (the "Trademark Collateral");

(iii) all Industrial Designs, whether registered or unregistered, including, without limitation, the industrial design registrations and applications set forth in Schedule C hereto (the "Design Collateral");

(iv) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule D hereto (the "Copyright Collateral");

(v) 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;

(vi) 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

(vii) 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 foregoing 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 Excluded Property.

Section 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.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and/or CIPO record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (and by different parties hereto in different 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 instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this IP Security Agreement shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

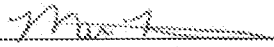
Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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.

Section 6. Governing Law; Jurisdiction; Etc. **THE TERMS OF SECTION 10.15 AND 10.17 OF THE CREDIT AGREEMENT WITH RESPECT TO WAIVER OF JURY TRIAL, GOVERNING LAW, SUBMISSION OF JURISDICTION AND VENUE ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT.**

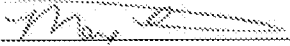
[Signature Page Follows]

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.

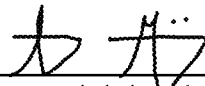
**THE CARLSTAR GROUP LLC**

By:   
Name: Max Narancich  
Title: Chief Financial Officer

**MARASTAR, LLC**

By:   
Name: Max Narancich  
Title: Chief Financial Officer

**ALLY BANK,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Scott Nightingale  
Title: Authorized Signatory

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

**Schedule A – Patents**

**(a) United States Patents**

Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Title</b>
The Carlstar Group 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
The Carlstar Group 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:

<b>Owner</b>	<b>Serial Number</b>	<b>Title</b>
The Carlstar Group LLC	17/187,656	Non-Pneumatic Tire and Method of Manufacture Thereof
The Carlstar Group LLC	PCT/US2022/027511	Non-Pneumatic Tire With Multi Angle Tension Control Reinforcements
The Carlstar Group LLC	18/285,889 (National Phase of PCT/US2022/027511)	Non-Pneumatic Tire With Multi Angle Tension Control Reinforcements
The Carlstar Group LLC	63/445,860	Articles and Methods for Depositing Seeds



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

**Schedule B – Trademarks**

**(b) United States Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
The Carlstar Group LLC	MOMENTUM	7087894	2023/06/20
The Carlstar Group	FSE	6913905	2022/11/29
The Carlstar Group LLC	DETOUR	6902033	2022/11/15
The Carlstar Group LLC	HIGHWAY TRAIL	6896309	2022/11/08
The Carlstar Group LLC	INVASION	6828639	08/23/2022
The Carlstar Group	DURA TRAIL	6828470	08/23/2022
The Carlstar Group LLC	TRAIL TAMER	6746567	2022/05/31
The Carlstar Group LLC	CARLSTAR	6654624	2022/02/22
The Carlstar Group LLC	INERTIA	6616659	2022/01/11
The Carlstar Group LLC	RADIAL TRAIL USA	6608980	2022/01/04
The Carlstar Group LLC	WORK MATE	6464990	2021/08/24
The Carlstar Group LLC	AGRI SPECIALIST	6464989	2021/08/24
The Carlstar Group LLC	DURACITY	6412132	2021/07/06
The Carlstar Group LLC	TURF ARMOR	6262924	2021/02/02
The Carlstar Group LLC	PAVEMASTER	6246516	2021/01/12
The Carlstar Group LLC	VERSA TURF	6246148	2021/01/12
The Carlstar Group LLC	TERRA CLAW	6200977	2020/11/17
The Carlstar Group LLC	FARM SPECIALIST HYDRO-PRO D	6185954	2020/10/27

<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
The Carlstar Group LLC	TENACITY	6164747	2020/09/29
The Carlstar Group LLC	CARLISLE RELIANCE RADIAL ST	6164651	2020/09/29
MARASTAR, LLC	TURF TRACTION	6138256	2020/08/25
MARASTAR, LLC	TURF LUG	6138255	2020/08/25
The Carlstar Group LLC	TERRA HOOK	5928052	2019/12/03
The Carlstar Group LLC	CYCLONE	5862053	2019/09/17
The Carlstar Group LLC	VERSA CROSS	5765827	2019/05/28
The Carlstar Group LLC	TWISTER	5717856	2019/04/02
MARASTAR, LLC	RANCH TOUGH	5561008	2018/09/11
The Carlstar Group LLC	ALL TURF	5557429	2018/09/04
The Carlstar Group LLC	THE CARLSTAR GROUP (VV Design)	5486851	2018/06/05
The Carlstar Group LLC	THE CARLSTAR GROUP	5465889	2018/05/08
MARASTAR, LLC	GARDEN BARROW	5463061	2018/05/08
MARASTAR, LLC	GARDEN STAR	5463060	2018/05/08
The Carlstar Group LLC	COYOTE	5425130	2018/03/13
The Carlstar Group LLC	BAJA CROSS	5359845	2017/12/19
The Carlstar Group LLC	VV	5350955	2017/12/05
The Carlstar Group LLC	THE CARLSTAR GROUP	5346662	2017/11/28
The Carlstar Group LLC	THE CARLSTAR GROUP (VV Design)	5346661	2017/11/28
The Carlstar Group LLC	CRYPTID	5265965	2017/08/15
The Carlstar Group LLC	VERSA TRAIL	5291673	2017/09/19


<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
The Carlstar Group LLC	MARASTAR	5291509	2017/09/19
The Carlstar Group LLC	ULTRA CRT	5177405	2017/04/04
The Carlstar Group LLC	SS	5020400	2016/08/16
The Carlstar Group LLC	ROCK ARMOR	4511244	2014/04/08
The Carlstar Group LLC	TURF SMART	4306497	2013/03/19
The Carlstar Group LLC	BLACKWATER EVOLUTION	4306023	2013/03/19
The Carlstar Group LLC	WT300	4222345	2012/10/09
The Carlstar Group LLC	SIDEWALL ARMOR	4203358	2012/09/04
The Carlstar Group LLC	ERT	4199861	2012/08/28
MARASTAR, LLC	UNIVERSAL FIT	4137261	2012/05/01
MARASTAR, LLC	TIRE AID	4137220	2012/05/01
The Carlstar Group LLC	MAYHEM	4081109	2012/01/03
MARASTAR, LLC	EASY FIT	4048847	2011/11/01
The Carlstar Group LLC	ULTRA GUARD LVT	3803648	2010/06/15
The Carlstar Group LLC	USA LOADER	3744106	2010/02/02
The Carlstar Group LLC	MUD BOSS	3732002	2009/12/29
The Carlstar Group LLC	ULTRA CROSS	3719733	2009/12/01
The Carlstar Group LLC	BLACK ROCK	3719463	2009/12/01
The Carlstar Group LLC	TERRATHON	3709642	2009/11/10
The Carlstar Group LLC	FAST TRAX	3707061	2009/11/03
The Carlstar Group LLC	TURF PRO R-3	3702053	2009/10/27
The Carlstar Group LLC	FARM SPECIALIST HA	3702038	2009/10/27

<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
The Carlstar Group LLC	BLACKROCK	3655660	2009/07/14
The Carlstar Group LLC	MUD TRAX	3607730	2009/04/14
The Carlstar Group LLC	MUD WOLF	3544052	2008/12/09
MARASTAR, LLC	UNIVERSAL FIT AIR FILLED HAND TRUCK/UTILITY TIRE	3407569	2008/04/01
MARASTAR, LLC	UNIVERSAL FIT FLAT FREE HAND TRUCK/UTILITY TIRE	3407568	2008/04/01
The Carlstar Group LLC	RADIAL TRAIL	3317945	2007/10/23
MARASTAR, LLC	UNIVERSAL FIT AIR FILLED WHEELBARROW TIRE	3300257	2007/09/25
The Carlstar Group LLC	TERRA CROSS	3291769	2007/09/11
The Carlstar Group LLC	ULTRA GUARD	3231214	2007/04/17
MARASTAR, LLC	UNIVERSAL FIT FLAT-FREE WHEELBARROW TIRE	3170307	2006/11/07
MARASTAR, LLC	UNIVERSAL WHEELBARROW TIRE	3170305	2006/11/07
The Carlstar Group LLC	GUARD DOG	3136368	2006/08/29
The Carlstar Group LLC	DUNE STAR	3136316	2006/08/29
The Carlstar Group LLC	SPORT TRAIL	3117525	2006/07/18
The Carlstar Group LLC	RELIANCE	3087916	2006/05/02
The Carlstar Group LLC	HOLESHOT	2996514	2005/09/20
The Carlstar Group LLC	QUADCROSS	2967667	2005/07/12
The Carlstar Group LLC	GROUND FORCE	2967560	2005/07/12

<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
The Carlstar Group LLC	GT CRAGAR AND DESIGN	2927317	2005/02/22
The Carlstar Group LLC	SAND STAR	2891679	2004/10/05
The Carlstar Group LLC	FARM SPECIALIST	2884739	2004/09/14
The Carlstar Group LLC	TRAC CHIEF	2884734	2004/09/14
The Carlstar Group LLC	UNIQUE	2865388	2004/07/20
The Carlstar Group LLC	MUD LITE	2858495	2004/06/29
The Carlstar Group LLC	ALL TRAIL	2854647	2004/06/15
The Carlstar Group LLC	USA LOADER	2776992	2003/10/21
The Carlstar Group LLC	ULTRA RIB GSE	2750917	2003/08/12
The Carlstar Group LLC	TURF MAX	2602580	2002/07/30
The Carlstar Group LLC	XTRAC	2595712	2002/07/16
The Carlstar Group LLC	ITP	2490924	2001/09/18
The Carlstar Group LLC	SURE TRAIL	2345834	2000/04/25
The Carlstar Group LLC	BLACKWATER	2201185	1998/11/03
The Carlstar Group LLC	TRAIL WOLF	2184575	1998/08/25
The Carlstar Group LLC	TURF PRO	2160888	1998/05/26
The Carlstar Group LLC	TURF MASTER	2160887	1998/05/26
The Carlstar Group LLC	STREET PRO	1914785	1995/08/29
The Carlstar Group LLC	LINKS	1849202	1994/08/09
The Carlstar Group LLC	TURF MATE	1842868	1994/07/05
The Carlstar Group LLC	USA TRAIL	1834559	1994/05/03
The Carlstar Group LLC	SAWTOOTH	1822000	1994/02/15

Owner	Trademark	Registration No.	Registration Date
The Carlstar Group LLC	STRYKER	1755173	1993/03/02
The Carlstar Group LLC	CRAGAR AMERICA'S CHOICE	1478604	1988/03/01
The Carlstar Group LLC	TOURMAX	1344263	1985/06/25
The Carlstar Group LLC	TRAIL PRO	1333132	1985/04/30
The Carlstar Group LLC	TURF-SAVER	1225907	1983/02/01
The Carlstar Group LLC	S/S	1031812	1976/01/27
The Carlstar Group LLC	CRAGAR SS AND DESIGN	1010106	1975/05/06
The Carlstar Group LLC	CRAGAR	0819800	1966/12/06


Trademark Applications:


Applicant	Mark	File Date	Application Number
The Carlstar Group LLC	CARLSTAR	2021/05/26	90736500
The Carlstar Group LLC	INTERSECT	2020/09/28	90217524
The Carlstar Group LLC	CARLSTAR 	2023/02/27	97814099

**(b) Canadian Trademarks**

Registered Trademarks:

	Mark	Registration Date (YYYY/MM/DD)	Registration Number	Application Number	International Registration Number
The Carlstar Group LLC	RADIAL TRAIL USA	2023/10/11	TMA1202466	2028980	N/A

	Mark	Registration Date (YYYY/MM/DD)	Registration Number	Application Number	International Registration Number
The Carlstar Group LLC	RADIAL SRD	2023/07/12	TMA1189436	2098697	N/A
The Carlstar Group LLC	HIGHWAY TRAIL	2023/05/31	TMA1182650	2085002	N/A
The Carlstar Group LLC	AGRI SPECIALIST	2023/03/08	TMA1170233	2090903	1579815
The Carlstar Group LLC	FARM SPECIALIST	2022/10/14	TMA1146232	1946587	N/A
The Carlstar Group LLC	DURACITY	2022/01/26 (Int'l - 2020/05/01)	TMA1118643	2032471	1533953
The Carlstar Group LLC	PAVEMASTER PAVE MASTER	2021/11/03 (Int'l - 2020/01/23)	TMA1113125	2014375	1516481
The Carlstar Group LLC	THE CARLSTAR GROUP CARL STAR	2019/07/08	TMA1037887	1828484	N/A
The Carlstar Group LLC	TURF ARMOR	2022/04/27 (Int'l - 2020/07/24)	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)  THE CARLSTAR GROUP	2019/09/09	TMA1053224	1718854	N/A

	<b>Mark</b>	<b>Registration Date (YYYY/MM/DD)</b>	<b>Registration Number</b>	<b>Application Number</b>	<b>International Registration Number</b>
The Carlstar Group LLC	THE CARLSTAR GROUP Design (Horizontal)  The Carlstar Group	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
The Carlstar Group LLC	FARM SPECIALIST HYDRO-PRO D	2022/06/15	TMA1131517	1988292	N/A
The Carlstar Group LLC	FSE	2023/10/18 (Int'l – 2022/02/03)	TMA1204386	2173355	1650471
The Carlstar Group LLC	SURE TRAIL	2023/08/30 (Int'l – 2021/11/29)	TMA1196005	2158531	1637975
The Carlstar Group LLC	WORK MATE	2023/03/08 (Int'l – 2021/01/04)	TMA1170242	2092699	1581828
The Carlstar Group LLC	RADIAL HAULER	2022/10/21	TMA1147322	1947490	N/A

Trademark Applications:

<b>Applicant</b>	<b>Mark</b>	<b>File Date</b>	<b>Application Number</b>	<b>International Registration Number</b>
The Carlstar Group LLC	INERTIA	2020/10/13	2057132	N/A



<b>Applicant</b>	<b>Mark</b>	<b>File Date</b>	<b>Application Number</b>	<b>International Registration Number</b>
The Carlstar Group LLC	MOMENTUM	2022/01/28	2162941	N/A
The Carlstar Group LLC	CARLSTAR CARL STAR	2021/11/25	2159949	1638462
The Carlstar Group LLC	<b>CARLSTAR</b> CARLSTAR	2023/08/02	2281105	1750971

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

**Schedule C – Design Collateral**

None.

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

The Caristar Group LLC

**2. Name and address of receiving party(ies)**

Name: Ally Bank, as Collateral Agent

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) November 9, 2023

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See attached Schedule A

B. Patent No.(s)

See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: L.Kirsner c/o Thompson Coburn LLP

Internal Address: \_\_\_\_\_

Street Address: 488 Madison Avenue

City: New York

State: New York

Zip: 10022

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: lkirsner@hahnhausen.com

**6. Total number of applications and patents involved: 16**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

November 13, 2023

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

18

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**PATENT  
REEL: 065550 FRAME: 0287**

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

**Schedule D – Copyrights**

None.