

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI713007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BLACKSMITH OTR, LLC	12/20/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	BMO BANK N.A.
<b>Street Address:</b>	320 South Canal Street
<b>Internal Address:</b>	Attention: Elizabeth Stannard
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D913910
<b>Patent Number:</b>	D955974
<b>Patent Number:</b>	D893404
<b>Patent Number:</b>	D812549
<b>Patent Number:</b>	10787030
<b>Application Number:</b>	17034728
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	3127018637
<b>Email:</b>	ipdocket@mayerbrown.com,wsiegel@mayerbrown.com
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP
<b>Address Line 1:</b>	71 S. Wacker Drive
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	24774768
<b>NAME OF SUBMITTER:</b>	William Siegel
<b>SIGNATURE:</b>	William Siegel
<b>DATE SIGNED:</b>	12/22/2024

**Total Attachments: 5**

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source=8. BMO-Pomp's - Confirmatory Grant of Security Interest in Patents [EXECUTED](776604003\_1)#page2.tiff

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source=8. BMO-Pomp's - Confirmatory Grant of Security Interest in Patents [EXECUTED](776604003\_1)#page4.tiff

source=8. BMO-Pomp's - Confirmatory Grant of Security Interest in Patents [EXECUTED](776604003\_1)#page5.tiff

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the “Confirmatory Grant”) is made effective as of December 20, 2024 by and from BLACKSMITH OTR, LLC, a Georgia limited liability company (the “Grantor”) to and in favor of BMO BANK N.A. (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties party thereto, the Grantee, and the Lenders party thereto from time to time have entered into that certain Fifth Amended and Restated Loan Agreement dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties party thereto and the Grantee have entered into that certain Third Amended and Restated General Security Agreement dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the patents (the “Patents”) listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon Payment in Full of all Obligations (other than unliquidated Obligations that have not yet arisen), the security interest acquired by the Grantee under this Confirmatory Grant shall be automatically released and the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor’s right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto on 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 of this Confirmatory Grant that is an electronic signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The parties hereto agree that Section 11.16 of the Credit Agreement shall apply to this Confirmatory Grant, *mutatis mutandis*.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Patents effective as of the date first written above.

**BLACKSMITH OTR, LLC,**  
as Grantor

By:   
Name: Paul Wochinske  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

**BMO BANK N.A.,**  
as Grantee

By:   
Name: Aaron Nelson  
Title: Director

**CONFIRMATORY GRANT OF SECURITY INTEREST**  
**IN UNITED STATES PATENTS**

**EXHIBIT A**

**SCHEDULE OF PATENTS**

<b>Title</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Owner of Record</b>
Tire Tread (Outrigger XT)	D913910	29643323	BLACKSMITH OTR, LLC
Portion of Tire Tread (Outrigger XT)	D955974	29769105	BLACKSMITH OTR, LLC
Tire Tread (Liftboss/OTR Lightning)	D893404	29616952	BLACKSMITH OTR, LLC
Tire Tread (Lightning Bolt)	D812549	29550276	BLACKSMITH OTR, LLC
Wheel for Industrial Vehicle (Electro-Flex)	10787030		BLACKSMITH OTR, LLC
Wheel for Industrial Vehicle (Electro-Flex)		17034728	BLACKSMITH OTR, LLC

Exhibit A