

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRADESMAN TRUCK ACCESSORIES, LLC		04/19/2010	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIAR CAPITAL, L.P.		
<b>Street Address:</b>	1500 CITY WEST, SUITE 420		
<b>City:</b>	HOUSTON		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77042		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1654164	TRADESMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)238-7343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713 220 4200		
<b>Email:</b>	pat-tmk@andrewskurth.com		
<b>Correspondent Name:</b>	GRACE O'MALLEY / ANDREWS KURTH LLP		
<b>Address Line 1:</b>	600 TRAVIS, SUITE 4200		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	186315		
<b>NAME OF SUBMITTER:</b>	Grace O'Malley		
<b>Signature:</b>	/graceomalley/		
<b>Date:</b>	04/19/2010		

CH \$40.00 1654164

Total Attachments: 7

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## SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

THIS SECURITY AGREEMENT (INTELLECTUAL PROPERTY) (the "Security Agreement") is made as of April 19, 2010 by TRADESMAN TRUCK ACCESSORIES, LLC, a Texas limited liability company, ("Debtor"), having a mailing address at 305 N. Frisco Street, Winters, Texas 79567 in favor of BRIAR CAPITAL, L.P., a Texas limited partnership ("Lender"), having a mailing address at 1500 City West, Suite 420, Houston, Texas 77042 or such other place as Lender may designate in writing to Debtor.

### Recitals

WHEREAS, Lender has entered into the Loan and Security Agreement (as amended from time to time, "Credit Agreement"), dated as of April 19, 2010 with Debtor as borrower, which includes Debtor's grant of a security interest to the Lender in all of the Debtor's assets as set forth therein;

WHEREAS, Debtor owns Intellectual Property Collateral (as defined below); and

WHEREAS, as a condition precedent to the obligation of Lender to advance funds to Debtor under the Credit Agreement and in order to secure Debtor's Obligations (as defined in the Credit Agreement) to Lender under the Credit Agreement, Debtor shall grant to Lender a continuing security interest in and to all its Intellectual Property Collateral, whether now owned or existing or hereafter acquired.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender hereby agree as follows:

1. Grant of Security Interest. In order to secure Debtor's Obligations to Lender under the Credit Agreement, Debtor hereby grants to Lender a continuing security interest in and to all Debtor's right, title and interest in, to and under the following collateral (all of the following items or types of property being herein collectively referred to as the "**Intellectual Property Collateral**"), whether now owned or existing or hereafter acquired:

(a) each Patent (as defined below) owned by Debtor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(b) each Patent License (as defined below) to which Debtor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto;

(c) all books, correspondence, files, records, invoices and other documents relating to the Patents, including all tapes, cards, computer runs and other papers and documents in the possession or under the control of Debtor or any computer bureau or service company from time to time acting for Debtor;

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Debtor against third parties for past, present or future infringement of any Patent owned by Debtor, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of

Debtor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto;

(e) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule 1 hereto;

(f) all renewals of trademark and service mark registrations;

(g) all rights (i) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing in (e) and (f) above, (ii) to sue for all past, present and future infringements thereof, and (iii) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(h) all licenses or user or other agreements granted to Debtor with respect to any of the foregoing in (a) through (g), in each case whether now or hereafter owned or used;

(i) all domain names; and

(j) all causes of action, claims and warranties now or hereafter owned or acquired by Debtor in respect of any of the items listed above.

**“Patents”** means, collectively (i) all patents and patent applications, including the inventions and improvements described and claimed therein, (ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and (iii) all rights, now existing or hereafter coming into existence, (A) to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including damages and payments for past or future infringements thereof, (B) to sue for past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing throughout the world, including all inventions and improvements described or discussed in all such patents and patent applications.

**“Patent License”** means any agreement now or hereafter in existence granting Debtor, or pursuant to which Debtor has granted to any other person, any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence or not, including, without limitation, any agreement identified in Schedule 1 hereto.

2. Appointment of Attorney-in-Fact. Debtor hereby irrevocably constitutes and appoints Lender and any officer or Lender thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Debtor or in its name, from time to time, in Lender’s discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action that Debtor might take with respect to the

Intellectual Property Collateral and to execute any and all documents and instruments that may be necessary or desirable to carry out the terms of this Security Agreement and to accomplish the purposes hereof.

3. Covenant. Except to the extent permitted in the Credit Agreement, Debtor shall not sell, license, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

4. Termination. At such time as Debtor shall completely pay in full all of the Obligations to Lender and the Credit Agreement is terminated, this Security Agreement shall terminate and Lender shall execute and deliver to Debtor all such releases, assignments and other instruments as may be necessary or proper to re-vest in Debtor full title to the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

5. Notices. Any notice to Lender shall be deemed to have been duly given when deposited in the mail, first class, postage prepaid, addressed to Lender at its address as provided in the Credit Agreement. Any notice to Debtors hereunder shall be deemed to have been duly given when deposited in the mail, first class postage prepaid, addressed to Debtors at their address as provided in the Credit Agreement.

6. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and maybe exercised singularly or concurrently.

7. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.


8. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Section 2 herein.

9. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. This Security Agreement may only be assigned in accordance with the assignment provision in the Credit Agreement.

10. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Texas.

IN WITNESS HEREOF, Debtor has caused this Security Agreement (Intellectual Property) to be duly executed by its duly authorized officer as of the date first written above.

TRADESMAN TRUCK ACCESSORIES, LLC

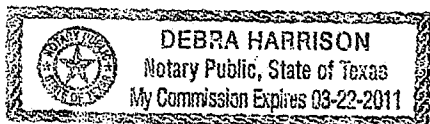
By:   
Name: JERRY MCGUIRE  
Title: President

Patent Security Agreement

**TRADEMARK**  
**REEL: 004188 FRAME: 0517**

STATE OF TEXAS §  
COUNTY OF Runnels §

This instrument was acknowledged before me on April 16, 2010, by Jerry McHare, President of Tradesman Truck Accessories, LLC, a Texas limited liability company, on behalf of said limited liability company.



Debra Harrison  
Notary Public

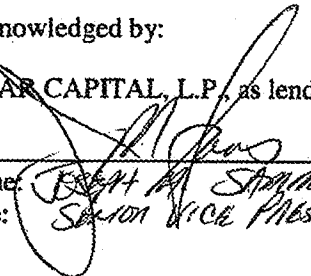
My commission expires: 3-22-2011

Patent Security Agreement

**TRADEMARK**  
**REEL: 004188 FRAME: 0518**

Acknowledged by:

BRIAR CAPITAL, L.P., as lender

By:   
Name: Brent A. Spangos  
Title: Senior Vice President

Patent Security Agreement

TRADEMARK  
REEL: 004188 FRAME: 0519



**Schedule 1 to Security Agreement (Intellectual Property)**

**Trademarks:**

U.S. Trademark Registration No. 1,654,164 for the mark Tradesman for "metal tool boxes; and non-metallic tool boxes"

**Patents and Patent Applications:**

"Storage Box Alarm", application Serial No. 10/796918, filed March 10, 2004 published September 15, 2005.

"Truck Bed Tool Box", Patent No. Des. 349,901, issued July 26, 1994

"Truck Bed Tool Box with Single Access Door", Patent No. Des 373,989 issued September 24, 1996

**Domain Name:**

[www.tradesmantruck.com](http://www.tradesmantruck.com)