

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BT Operating Company, Inc.		07/30/2015	INC. ASSOCIATION:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street, Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2454747	B	
Registration Number:	1708001	BIKINI	
Registration Number:	2003063	SUNPORT	
Registration Number:	2381548	PAVEMENT ENDS	
Registration Number:	2036708	SUPERTOP	
Registration Number:	3643463	ROUGH RIDER	
Registration Number:	2922372	SUNRIDER	
Registration Number:	3166123	B BESTOP	
Registration Number:	880794	BESTOP	
Registration Number:	3799847	POWERBOARD	
Registration Number:	4012715	TREKSTEP	
Registration Number:	1656753	INSTATRUNK	
Serial Number:	85597704	BESTOP	
Serial Number:	86427959	TREKTOP	
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>			
Email:	ssexton@kslaw.com		

OP \$365.00 2454747

Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09631.009243

NAME OF SUBMITTER: Sally Sexton

SIGNATURE: /sallysexton/

DATE SIGNED: 07/30/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 30, 2015 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the BT Operating Company, Inc., a Delaware corporation (to be renamed Bestop, Inc. after giving effect to the Closing Date Acquisition in accordance with Section 4.15 of the Credit Agreement), as Borrower, Bestop Holdings, Inc., a Delaware corporation, as Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Lien on and security interest in the Trademark Collateral granted hereunder shall not include, and no Lien or security interest or other rights shall be deemed granted on, any "intent to use" Trademark applications for which a "Statement of Use" or "Amendment to Allege Use" has not been filed (but only until any such statement or amendment is filed).

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BT OPERATING COMPANY, INC.

as Grantor

By: 

Name: Jeff Green

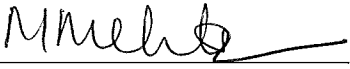
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005588 FRAME: 0282

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: Meenal Mehta

Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Grantor</u>
B DESIGN	75/832,991	10/28/1999	5/29/2001	2,454,747	Registered	BT Operating Company, Inc. 2
BIKINI	74/166,438	5/14/1991	8/18/1992	1,708,001	Registered	BT Operating Company, Inc. 2
SUNPORT	75/003,868	10/10/1995	9/24/1996	2,003,063	Registered	BT Operating Company, Inc. 2
PAVEMENT ENDS	75/832,990	10/28/1999	8/29/2000	2,381,548	Registered	BT Operating Company, Inc. 2
SUPERTOP	75/003,861	10/10/1995	2/11/1997	2,036,708	Registered	BT Operating Company, Inc. 2
ROUGH RIDER	77/627,850	12/5/2008	6/23/2009	3,643,463	Registered	BT Operating Company, Inc. 2
BESTOP	85/597,704	4/13/2012	Not applicable	Not applicable	Pending	BT Operating Company, Inc. 2
SUN RIDER Design	76/570,540	12/4/2003	2/1/2005	2,922,372	Registered	BT Operating Company, Inc. 2
BESTOP & B Design	78/449,698	7/13/2004	10/31/2006	3,166,123	Registered	BT Operating Company, Inc. 2
BESTOP Design	72/309,020	10/7/1968	11/18/1969	880,794	Registered	BT Operating Company, Inc. 2
POWERBOARD	76/688,883	4/23/2008	6/8/2010	3,799,847	Registered	BT Operating Company, Inc. 2
TREKSTEP	76/703,290	6/8/2010	8/16/2011	4,012,715	Registered	BT Operating Company, Inc. 2

<u>Mark</u>	<u>Application No.</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Grantor</u>
INSTATRUNK	74/062,117	5/24/1990	9/10/1991	1,656,753	Registered	BT Operating Company, Inc. 2
TREKTOP	86/427,959	10/20/2014	Not applicable	Not applicable	Pending	BT Operating Company, Inc. 2