

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393070

<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>
National Truck Protection Co., Inc.		07/25/2016	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	300 South Wacker Drive		
<b>Internal Address:</b>	Suite 3500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3512348	NTP	
<b>Registration Number:</b>	3556446	NATIONAL TRUCK PROTECTION	
<b>Registration Number:</b>	3512349	NTP...WITH YOU EVERY MILE!	
<b>Registration Number:</b>	3478450	PREMIUM	
<b>Registration Number:</b>	3565729	PREMIUM PLUS	
<b>Registration Number:</b>	3736109	AMERICAN TRUCK PROTECTION	
<b>Registration Number:</b>	4798791	AMERICAN TRUCK PROTECTION	
<b>Registration Number:</b>	3703807	AMERICAN TRUCK PROTECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>	(312) 558-5632		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		

CH \$215.00 3512348

<b>NAME OF SUBMITTER:</b>	Michelle Foy
<b>SIGNATURE:</b>	/Michelle Foy/
<b>DATE SIGNED:</b>	07/28/2016
<b>Total Attachments: 5</b> source=NTP_-_Trademark_Security_Agreement#page1.tif source=NTP_-_Trademark_Security_Agreement#page2.tif source=NTP_-_Trademark_Security_Agreement#page3.tif source=NTP_-_Trademark_Security_Agreement#page4.tif source=NTP_-_Trademark_Security_Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of July 25, 2016, is made by NATIONAL TRUCK PROTECTION CO., INC., a New Jersey corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of July 25, 2016, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, 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 Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent to use" Trademark application for which a statement of use has not been filed (but only until such statement is filed).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

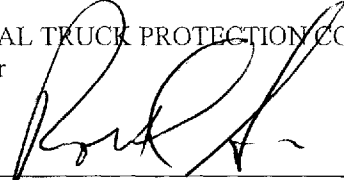
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

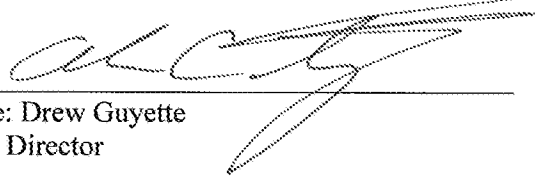
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATIONAL TRUCK PROTECTION CO., INC.,  
as Grantor

By:   
Name: Robert Amico  
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement (National Truck Protection Co.)]

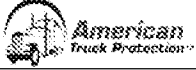
TWIN BROOK CAPITAL PARTNERS, LLC,  
as Agent

By:   
Name: Drew Guyette  
Title: Director

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

No.	Title Or Mark	Application Serial Number	Registration Number	Date Registered
1	NTP	77422216	3512348	07-OCT-2008
2	NATIONAL TRUCK PROTECTION	77422429	3556446	06-JAN-2009
3	NTP...WITH YOU EVERY MILE!	77422540	3512349	07-OCT-2008
4	PREMIUM	77397513	3478450	29-JUL-2008
5	PREMIUM PLUS	77397520	3565729	20-JAN-2009
6		77661986	3736109	12-JAN-2010
7	American Truck Protection	86486013	4798791	25-AUG-2015
8	AMERICAN TRUCK PROTECTION	77661969	3703807	27-OCT-2009

2. TRADEMARK APPLICATIONS

None