

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BESTOP BAJA, LLC		09/20/2016	Limited Liability Company:
BESTOP TUFFY, LLC		09/20/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4608807	BAJADESIGNS	
Registration Number:	4297960	BD	
Registration Number:	4763965	BD	
Registration Number:	4447179	CLEARVIEW MULTI-FORM OPTICS	
Registration Number:	4447167	COPPERDRIVE	
Registration Number:	4399044	FINALLY, THE DISTANCE OF AN HID WITH THE	
Registration Number:	4447173	HIGH SPEED SPOT	
Registration Number:	4353598	ONX	
Registration Number:	4763836	ONXSIX	
Registration Number:	4752056	S2	
Registration Number:	4451468	SQUADRON	
Registration Number:	4759655	SQUADRON XL	
Registration Number:	4354115	USERVICE	
Registration Number:	2788550	TUFFY	
Serial Number:	86848532	XL 80	
Serial Number:	86810708	PRERUNNER	
Serial Number:	87170029	RTL	

OP \$440.00 4608807

CORRESPONDENCE DATA**Fax Number:**

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.

Email: m russell@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Mark Russell
---------------------------	--------------

SIGNATURE:	/Mark Russell/
-------------------	----------------

DATE SIGNED:	09/22/2016
---------------------	------------

Total Attachments: 6

source=Bestop Trademark Security Agreement (Baja and Tuffy) (2)#page1.tif

source=Bestop Trademark Security Agreement (Baja and Tuffy) (2)#page2.tif

source=Bestop Trademark Security Agreement (Baja and Tuffy) (2)#page3.tif

source=Bestop Trademark Security Agreement (Baja and Tuffy) (2)#page4.tif

source=Bestop Trademark Security Agreement (Baja and Tuffy) (2)#page5.tif

source=Bestop Trademark Security Agreement (Baja and Tuffy) (2)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 20, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (as successor agent by assignment to 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 Bestop, Inc., a Delaware corporation, 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, pursuant to that Joinder Agreement dated as of the date hereof, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement dated as of July 30, 2015 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:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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).

Section 3. 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.

Section 4. 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.

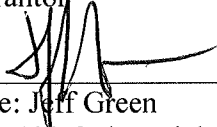
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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.

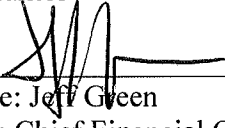
[SIGNATURE PAGES FOLLOW]

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.

BESTOP BAJA, LLC
as Grantor

By: 
Name: Jeff Green
Title: Chief Financial Officer

BESTOP TUFFY, LLC
as Grantor

By: 
Name: Jeff Green
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Agent

By: M Mehta
Name: Meenal Mehta
Title: Duly Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005882 FRAME: 0576

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND APPLICATIONS

Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
BAJADESIGNS	86162726	January 10, 2014	4608807	September 23, 2014	Registered	Bestop Baja, LLC
BD and Design 	85672136	July 9, 2012	4297960	March 5, 2013	Registered	Bestop Baja, LLC
BD	86436337	October 27, 2014	4763965	June 30, 2015	Registered	Bestop Baja, LLC
CLEARVIEW MULTI-FORM OPTICS	85904805	April 15, 2013	4447179	December 10, 2013	Registered	Bestop Baja, LLC
COPPERDRIVE	85904704	April 15, 2013	4447167	December 10, 2013	Registered	Bestop Baja, LLC
FINALLY, THE DISTANCE OF AN HID WITH THE SMOOTHNESS OF AN LED	85789940	November 28, 2012	4399044	September 10, 2013	Registered	Bestop Baja, LLC
HIGH SPEED SPOT	85904753	April 15, 2013	4447173	December 10, 2013	Registered	Bestop Baja, LLC
ONX	85758328	October 19, 2012	4353598	June 18, 2013	Registered	Bestop Baja, LLC
ONXSIX	86431955	October 22, 2014	4763836	June 30, 2015	Registered	Bestop Baja, LLC
S2	86442317	November 2, 2014	4752056	June 9, 2015	Registered	Bestop Baja, LLC
SQUADRON	85938769	May 21, 2013	4451468	December 17,	Registered	Bestop Baja,

Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
				2013		LLC
SQUADRON XL	86431907	October 22, 2014	4759655	June 23, 2015	Registered	Bestop Baja, LLC
USERVICE	85812310	December 28, 2012	4354115	June 18, 2013	Registered	Bestop Baja, LLC
TUFFY	76474848	December 9, 2002	2788550	December 2, 2003	Registered	Bestop Tuffy, LLC
XL 80	86/848532	December 14, 2015	N/A	N/A	Pending - Application	Bestop Baja, LLC
PRERUNNER	86/810708	November 5, 2015	N/A	N/A	Pending - Application	Bestop Baja, LLC
RTL	87/170029	September 13, 2016	N/A	N/A	Pending - Application	Bestop Baja, LLC