

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Travis Body and Trailer, Inc.		09/30/2016	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Brightwood Loan Services LLC, as collateral agent
Street Address:	810 Seventh Ave.
Internal Address:	26th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85397019	ALUMATECH
Serial Number:	85396967	ALUMATECH
Serial Number:	78957620	CLASSIC
Serial Number:	78932142	TRAVIS
Serial Number:	78930104	SPEC-A-TRAILER
Serial Number:	78431442	THE WAVE
Serial Number:	77770302	VERTEX
Serial Number:	74516543	TRAVIS
Serial Number:	74338591	C.M.C.
Serial Number:	74332422	CMC

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K St. NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

TRADEMARK

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 09/30/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of September 30, 2016 (this “Agreement”), among Travis Body and Trailer, Inc., a Texas corporation (the “Grantor”) and Brightwood Loan Services LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of September 30, 2015, (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TBEI Merger Sub, Inc., a Delaware corporation (“Merger Sub”), and following the consummation of the TBEI Acquisition (as defined in the Credit Agreement), Truck Bodies & Equipment International, Inc., a Delaware corporation (a successor by merger to Merger Sub), as borrower (the “Borrower”), GenNx TBEI Intermediate Co., a Delaware corporation (“Holdings”), the Lenders party thereto and Brightwood Loan Services LLC, as Administrative Agent and Collateral Agent for the Lenders and the other Secured Parties and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, Holdings, Ox Bodies, Inc., an Alabama corporation, Rugby Manufacturing Company, an Oregon corporation, Crysteel Manufacturing, Inc., a Minnesota corporation, Tishomingo Acquisition, LLC, a Delaware corporation, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and as consideration for Loans previously made. The Grantor has executed and delivered that certain Supplement No. 1 to the Collateral Agreement, dated of even date herewith, pursuant to which the Grantor has joined the Collateral Agreement and pursuant to which the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby

acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRAVIS BODY AND TRAILER, INC., as Grantor

By: _____

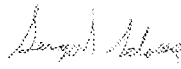
Name: Robert Fines

Title: Chief Executive Officer

TRADEMARK

REEL: 005888 FRAME: 0129

BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent

By: 

Name: Sengal Selassie
Title: Managing Member

By: _____
Name: Phil Daniele
Title: Chief Risk Officer

BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent

By: _____

Name: Sengal Selassie

Title: Managing Member







By: _____

Name: Phil Daniele

Title: Chief Risk Officer

TRADEMARK COLLATERAL

MARK	Application Number	Filing Date	Registration Number	Registration Date
ALUMATECH 	85397019	8/12/11	4118638	3/27/12
ALUMATECH	85396967	8/12/11	4118636	3/27/12
CLASSIC	78957620	8/22/06	3329542	11/6/07
TRAVIS	78932142	7/18/06	3279860	8/14/07
SPEC-A-TRAILER	78930104	7/14/06	3258302	7/3/07
THE WAVE	78431442	6/8/04	3136677	8/29/06
VERTEX	77770302	6/29/09	3744523	2/2/10
TRAVIS 	74516543	4/25/94	1885963	3/28/95
C.M.C. 	74338591	12/9/92	1871576	1/3/95
CMC 	74332422	11/18/92	74332422	1/3/95