

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAVIS BODY AND TRAILER, INC.		09/30/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4118638	ALUMATECH	
Registration Number:	4118636	ALUMATECH	
Registration Number:	3329542	CLASSIC	
Registration Number:	3279860	TRAVIS	
Registration Number:	3258302	SPEC-A-TRAILER	
Registration Number:	3136677	THE WAVE	
Registration Number:	3744523	VERTEX	
Registration Number:	1885963	TRAVIS	
Registration Number:	1871576	C.M.C.	
Serial Number:	74332422	CMC	
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>			
Phone:	614-280-3568		
Email:	John.Salvage@wolterskluwer.com		
Correspondent Name:	CT Corporation System		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 4118638

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Corenda R. Lewis

SIGNATURE: /Corenda R. Lewis/

DATE SIGNED: 10/07/2016

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 PNC Bank, National Association, as agent (in such capacity, the "Agent").

Reference is made to that certain (a) Revolving Credit and Security Agreement, dated as of September 30, 2015, (as amended, restated, amended and restated, refinanced, renewed, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GenNx TBEI Intermediate Co., a Delaware corporation ("Holdings"), Truck Bodies & Equipment International, Inc., a Delaware corporation (as successor by merger to TBEI Merger Sub, Inc., a Delaware corporation, "TBEI"), Ox Bodies, Inc., an Alabama corporation ("Ox"), Tishomingo Acquisition, LLC, a Delaware limited liability company ("Tishomingo"), Rugby Manufacturing Company, an Oregon corporation ("Rugby"), Crysteel Manufacturing, Inc., a Minnesota corporation ("Crysteel"), Travis Acquisition LLC, a Delaware limited liability company ("Travis Acquisition"), Grantor, Travis Leasing LLC, a Delaware limited liability company ("Travis Leasing"), TBT Holding Company, Inc., a Delaware corporation ("TBT Holdings"), Travis Enterprises, Inc., a Texas corporation ("Travis Enterprises", and together with TBEI, Ox, Tishomingo, Rugby, Crysteel, Grantor, Travis Acquisition, Travis Leasing, TBT Holdings and any other Person party thereto as a borrower, collectively, the "Borrowers", and each, a "Borrower"), TBT Land Holdings, LLC, a Texas limited liability company ("TBT Land" and together with Holdings and any other Person party thereto as a guarantor, collectively, the "Guarantors", and each, a "Guarantor"), the Lenders party thereto and PNC Bank, National Association, as Agent for the Lenders and the other Secured Parties and (b) Collateral Agreement, dated as of September 30, 2015 (as amended, restated, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrowers, Holdings, the other grantors from time to time party thereto and Agent. The Lenders have agreed to make Advances, issue Letters of Credit and extend credit to Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make Advances, issue Letters of Credit and as consideration for any Advances previously made and/or Letters of Credits issued. 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 Obligations, the Grantor hereby grants to 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 Agent herein is granted in furtherance, and not in limitation, of the security interests granted to Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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.

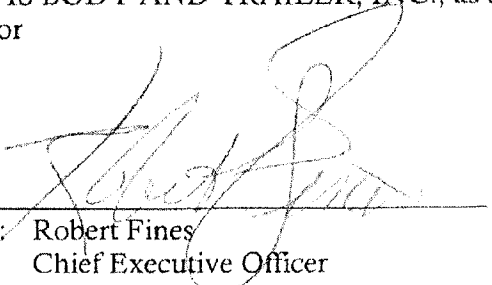
SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark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

TRAVIS BODY AND TRAILER, INC., as a Grantor

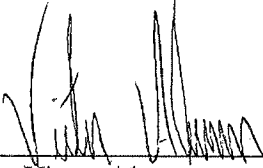
By: 
Name: Robert Fines
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 005896 FRAME: 0944

PNC BANK, NATIONAL ASSOCIATION, as
Agent





By: 
Name: Victor Alarcon
Title: Senior Vice President

Schedule I to the
Trademark Security Agreement

TRADEMARK COLLATERAL

Owned Trademarks

Travis Body and Trailer, Inc.

MARK	APPLICATION NUMBER	FILED	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