

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUALITY TRAILER PRODUCTS, LP		10/07/2016	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT		
Street Address:	787 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	SOCIETE ANONYME: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4402762	RA ROCKWELL AMERICAN	
Registration Number:	4402763	ROCKWELL AMERICAN	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	10/07/2016		
Total Attachments: 4			
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OP \$65.00 4402762

GRANT OF TRADEMARK SECURITY INTEREST

October 7, 2016

WHEREAS, QUALITY TRAILER PRODUCTS, LP, a Texas limited partnership (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Dexter Axle Company, a Delaware corporation (“**Company**”), has entered into a Credit Agreement dated as of December 30, 2015 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with ALO-KO VT Holdings GmbH (formerly known as Blitz F15-482 GmbH), a German limited liability company (*Gesellschaft mit beschränkter Haftung*) registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 103178 (“**German Borrower**”, and together with Company, the “**Borrowers**” and each, a “**Borrower**”), the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, each Borrower and each Subsidiary Guarantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Counterpart to U.S. Guaranty dated as of the date hereof, pursuant to which the Grantor has become a Guarantor under that certain U.S. Guaranty, dated December 30, 2015 (said U.S. Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of each Borrower under the Credit Agreement and the other Loan Documents and all obligations of each Borrower and each Subsidiary Guarantor under the Lender Swap Agreements, including, without limitation, the obligation of each Borrower and each Subsidiary Guarantor to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of that certain Counterpart to Security Agreement dated as of the date hereof, pursuant to which the Grantor has become a Grantor under that certain Security Agreement dated as of December 30, 2015 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), by and among Grantor, Secured Party, and the other grantors named therein, Grantor has created in

Grant of Trademark Security Interest

favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Grant of Trademark Security Interest

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

QUALITY TRAILER PRODUCTS, LP



By: _____


Name: Adam Dexter

Title: Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 005897 FRAME: 0879

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Appl. Number/ Filing Date</u>	<u>Registration No./ Registration Date</u>
Quality Trailer Products, LP	RA ROCKWELL AMERICAN (Word and Design) 	85782290 19-NOV-2012	4402762 17-SEP-2013
Quality Trailer Products, LP	ROCKWELL AMERICAN	85782336 19-NOV-2012	4402763 17-SEP-2013
Quality Trailer Products, LP	POSI-LUBE		Florida Registration T09668 26-AUG-1988