

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINE-X LLC		11/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as U.S. Collateral Agent		
Street Address:	520 Madison Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4026850	ASPART-X	
Registration Number:	4471094	BLOC & BLU	
Registration Number:	2436701	X-TREME COMMAND SYSTEM	
Registration Number:	3764253	LINE-X	
Registration Number:	3530500	LINE-X	
Registration Number:	2461464	LINE-X	
Registration Number:	1861562	LINE-X	
Registration Number:	3186566	LINE-X SPRAY ON TRUCK BEDLINERS	
Registration Number:	3666009	LINE-X XTRA	
Registration Number:	3666008	LINE-X XTRA	
Registration Number:	3095472	LINE-XXTRA	
Registration Number:	3170032	LINE-XXTRA	
Registration Number:	3174050	PAXCON	
Registration Number:	3083378	PAXCON	
Registration Number:	4739661	TRUCK GEAR BY LINE-X	
Registration Number:	4739660	TRUCK GEAR BY LINE-X	
Serial Number:	87198209	LINE-X	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 4026850

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038507-0570
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NAME OF SUBMITTER:	Anna T Kwan
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SIGNATURE:	/atk/
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DATE SIGNED:	11/29/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 29, 2016 (this “Agreement”), among LINE-X LLC (the “Grantor”) and JEFFERIES FINANCE LLC, as U.S. Collateral Agent (in such capacity, the “U.S. Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of November 29, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among IXS HOLDINGS, INC., a Delaware corporation (“Holdings”), INNOVATIVE XCESSORIES & SERVICES LLC, a Delaware limited liability company (the “U.S. Borrower”), GROUND EFFECTS LTD., an Ontario corporation (“Ground Effects”), LINE-X CANADA LTD., an Alberta corporation (“Line-X”) and, together with Ground Effects, each a “Canadian Borrower” and collectively, the “Canadian Borrowers” and together with the U.S. Borrower, the “Borrowers”), Jefferies Finance LLC, as U.S. Administrative Agent, U.S. Collateral Agent, Canadian Administrative Agent and Canadian Collateral Agent, and the Lenders from time to time party thereto, and (b) the U.S. Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “U.S. Collateral Agreement”), among Holdings, the U.S. Borrower, the other grantors from time to time party thereto and the U.S. Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously 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 U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. 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 U.S. Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such 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” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. U.S. Collateral Agreement. The Security Interest granted to the U.S. Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the U.S. Collateral Agent pursuant to the U.S. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the U.S. Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. 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 U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

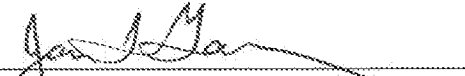
SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the U.S. Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademark Collateral granted under 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.

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

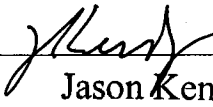
LINE-X LLC, as Grantor

By 
Name: James T. Garner
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005929 FRAME: 0912**

JEFFERIES FINANCE LLC, as U.S. Collateral Agent



By: 
Name: Jason Kennedy
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005929 FRAME: 0913

TRADEMARK COLLATERAL

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	ASPART-X	85035820 5/11/2010	4026850 9/13/2011	Registered	Line-X LLC
2.	BLOC & BLU	77922864 1/28/2010	4471094 1/21/2014	Registered	Line-X LLC
3.	LINE X 	76016165 4/4/2000	2463701 6/26/2001	Registered Renewed	Line-X LLC
4.	LINE-X 	87198209 10/10/2016	---	Pending	Line-X LLC
5.	LINE-X	77513553 7/2/2008	3764253 3/23/2010	Registered	Line-X LLC
6.	LINE-X	77434674 3/28/2008	3530500 11/11/2008	Registered	Line-X LLC
7.	LINE-X	76016164 4/4/2000	2461464 6/19/2001	Registered Renewed	Line-X LLC
8.	LINE-X	74429718 8/30/1993	1861562 11/8/1994	Registered Renewed	Line-X LLC
9.	LINE-X SPRAY ON TRUCK BEDLINERS 	78787167 1/8/2006	3186566 12/19/2006	Registered	Line-X LLC
10.	LINE-X ULTRA	86326342 7/1/2014	---	Pending ITU	Line-X LLC
11.	LINE-X XTRA 	77577122 9/23/2008	3666009 8/11/2009	Registered	Line-X LLC
12.	LINE-X XTRA	77577100 9/23/2008	3666008 8/11/2009	Registered	Line-X LLC
13.	LINE-XXTRA	78641374 6/1/2005	3095472 5/23/2006	Registered	Line-X LLC
14.	LINE-XXTRA	78641444 6/1/2005	3170032 11/7/2006	Registered	Line-X LLC
15.	PAXCON	78787163 1/8/2006	3174050 11/21/2006	Registered	Line-X LLC
16.	PAXCON	78154194 8/14/2002	3083378 4/18/2006	Registered Renewed	Line-X LLC

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
17.		85960714 6/14/2013	4739661 5/19/2015	Registered	Line-X LLC
18.		85960708 6/14/2013	4739660 5/19/2015	Registered	Line-X LLC