

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTO CUSTOMS, LLC		04/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AND COLLATERAL AGENT		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5078044	HAVOC OFFROAD	
Registration Number:	4391167	IONIC AUTOMOTIVE	
Registration Number:	2607135	NASTA	
Serial Number:	86967830	AUTOCUSTOMS	
Serial Number:	86732348	HAVOC OFFROAD	
Serial Number:	86732324	HAVOC OFFROAD	
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>			
Phone:	7147558290		
Email:	kristin.azcona@lw.com, 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:	38507-0595		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		

OP \$165.00 5078044

DATE SIGNED:

05/18/2017

Total Attachments: 22

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 21, 2017 (this “Trademark Security Agreement”), among the Grantors identified on the signature page(s) below (each, a “Grantor”) and Jefferies Finance LLC, (“Jefferies”) as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among Truck Hero, Inc., a Delaware corporation (as survivor of the Merger (as defined in the Second Lien Credit Agreement) with Truck Merger Sub Inc.) (the “Borrower”), Truck Acquisition Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto including, the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other Grantors (as defined therein), the Lenders (as defined in the Second Lien Credit Agreement) from time to time party thereto and the Administrative Agent.

The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, 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 application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

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

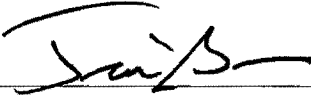
SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[*Signature Pages Follow*]

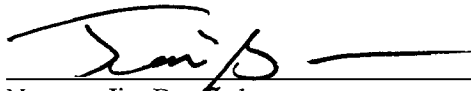
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

A.R.E. ACCESSORIES, LLC

By: 
Name: Jim Bresingham
Title: Treasurer

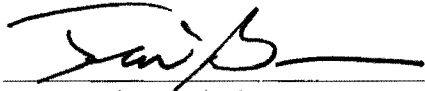
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AUTO CUSTOMS, LLC

By: 
Name: Jim Bresingham
Title: Vice President

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

BEDRUG, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer


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

EXTANG CORPORATION

By: 
Name: Jim Brestingham
Title: Chief Financial Officer

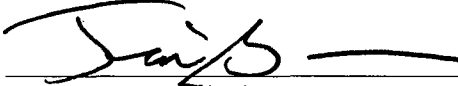
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HUSKY LINERS, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer and Treasurer


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

LAURMARK ENTERPRISES, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer


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

LAZER LITE COVERS, LLC

By: 
Name: Jim Bresingham
Title: Vice President

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

REALTRUCK, INC.

By: 
Name: Jim Bresingham
Title: Treasurer

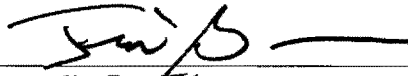
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RETRAX HOLDINGS, LLC

By: 
Name: Jim Bresingham
Title: Chief Financial Officer


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

RUGGED LINER, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer and Treasurer

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

TECTUM HOLDINGS, INC.

By:  _____
Name: Jim Bresingham
Title: Chief Financial Officer

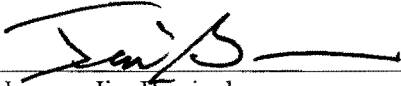
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRUXEDO, INC.

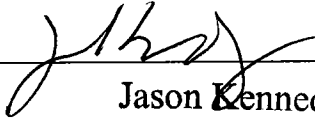
By: 
Name: Jim Bresingham
Title: Chief Financial Officer

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




UNDERCOVER, INC.


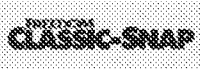



By: 
Name: Jim Bresingham
Title: Chief Financial Officer




JEFFERIES FINANCE LLC,
as Administrative Agent





By: 
Name: Jason Kennedy
Title: Managing Director




SCHEDULE I

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
CX SERIES	U.S. Federal	RENEWED (REGISTERED)	78576758 2/28/2005	3073226 3/28/2006	A.R.E. ACCESSORIES LLC
MX SERIES	U.S. Federal	RENEWED (REGISTERED)	78576752 2/28/2005	3084940 4/25/2006	A.R.E. ACCESSORIES LLC
Z SERIES	U.S. Federal	RENEWED (REGISTERED)	78576744 2/28/2005	3073224 3/28/2006	A.R.E. ACCESSORIES LLC
DCU SERIES	U.S. Federal	PUBLISHED (PENDING)	86633448 5/18/2015		A.R.E. ACCESSORIES, LLC
OUTFIT FOR LIFE	U.S. Federal	REGISTERED	86633506 5/18/2015	5037482 9/6/2016	A.R.E. ACCESSORIES, LLC
OUTFIT FOR WORK	U.S. Federal	REGISTERED	86633542 5/18/2015	5161760 3/14/2017	A.R.E. ACCESSORIES, LLC
ARE	U.S. Federal	REGISTERED	77300961 10/10/2007	3532122 11/11/2008	A.R.E. ACCESSORIES, LLC
	U.S. Federal	REGISTERED	77300971 10/10/2007	3532123 11/11/2008	A.R.E. ACCESSORIES, LLC
THE TOP LINE FOR YOUR TRUCK	U.S. Federal	REGISTERED	78576724 2/28/2005	3248315 5/29/2007	A.R.E. ACCESSORIES, LLC
A.R.E.	U.S. Federal	RENEWED (REGISTERED)	78576707 2/28/2005	3057834 2/7/2006	A.R.E. ACCESSORIES, LLC
LSX SERIES	U.S. Federal	RENEWED (REGISTERED)	78576716 2/28/2005	3143510 9/12/2006	A.R.E. ACCESSORIES, LLC
LSII SERIES	U.S. Federal	RENEWED (REGISTERED)	78576734 2/28/2005	3079181 4/11/2006	A.R.E. ACCESSORIES, LLC
Design Only 	U.S. Federal	RENEWED (REGISTERED) Section 2(F)	78585424 3/11/2005	3156486 10/17/2006	A.R.E. ACCESSORIES, LLC
AUTOCUSTOMS	U.S. Federal	PENDING	86967830 4/7/2016		AUTO CUSTOMS, LLC
HAVOC OFFROAD 	U.S. Federal	PENDING	86732348 8/21/2015		AUTO CUSTOMS, LLC
HAVOC OFFROAD	U.S. Federal	PENDING	86732324 8/21/2015		AUTO CUSTOMS, LLC
HAVOC OFFROAD	U.S. Federal	REGISTERED	87017998 4/28/2016	5078044 11/8/2016	AUTO CUSTOMS, LLC

IONIC AUTOMOTIVE 	U.S. Federal	REGISTERED	85783627 11/20/2012	4391167 8/27/2013	AUTO CUSTOMS, LLC
NASTA	U.S. Federal	RENEWED (REGISTERED)	76223603 3/13/2001	2607135 8/13/2002	AUTO CUSTOMS, LLC
MUD READY	U.S. Federal	REGISTERED	86359905 8/7/2014	4871563 12/15/2015	BEDRUG, INC.
BEDTRED	U.S. Federal	REGISTERED	77791878 7/29/2009	3871312 11/2/2010	BEDRUG, INC.
SPORT LINER	U.S. Federal	REGISTERED	78412138 5/3/2004	3406511 4/1/2008	BEDRUG, INC.
BEDRUG	U.S. Federal	RENEWED (REGISTERED)	76074350 6/21/2000	2569308 5/14/2002	BEDRUG, INC.
E-MAX TONNO	U.S. Federal	REGISTERED	86083110 10/4/2013	4525845 5/6/2014	EXTANG CORPORATION
TRAILERWARE	U.S. Federal	REGISTERED	85382238 7/27/2011	4159150 6/12/2012	EXTANG CORPORATION
FREEDOM CLASSIC-SNAP 	U.S. Federal	REGISTERED	77947352 3/1/2010	4054457 11/15/2011	EXTANG CORPORATION
WEATHERTOP	U.S. Federal	REGISTERED	77944472 2/25/2010	3962999 5/17/2011	EXTANG CORPORATION
FREEDOM TRI-FOLD	U.S. Federal	REGISTERED	77944641 2/25/2010	4054453 11/15/2011	EXTANG CORPORATION
ENCORE TONNO	U.S. Federal	REGISTERED	77724948 4/29/2009	3927330 3/8/2011	EXTANG CORPORATION
TONNO TONIC 	U.S. Federal	REGISTERED	77511212 6/30/2008	3710998 11/17/2009	EXTANG CORPORATION
E-Z TILT 	U.S. Federal	REGISTERED	77511342 6/30/2008	3820119 7/20/2010	EXTANG CORPORATION
EXTANGRT TONNO 	U.S. Federal	REGISTERED	77511248 6/30/2008	3710999 11/17/2009	EXTANG CORPORATION
EXPRESS TONNO	U.S. Federal	REGISTERED	77019579 10/12/2006	3305352 10/9/2007	EXTANG CORPORATION
SOLID FOLD	U.S. Federal	REGISTERED	77018332 10/11/2006	3328341 11/6/2007	EXTANG CORPORATION
REVOLUTION TONNO	U.S. Federal	REGISTERED	78958224 8/23/2006	3393515 3/4/2008	EXTANG CORPORATION

FREEDOM EZ-ROLL 	U.S. Federal	REGISTERED	78850329 3/30/2006	3339530 11/20/2007	EXTANG CORPORATION
AMERICAN TONNEAU COMPANY	U.S. Federal	REGISTERED Section 2(F)	86896178 2/3/2016	5036468 9/6/2016	EXTANG CORPORATION
AMERICAN TONNEAU COMPANY	U.S. Federal	REGISTERED Supplemental Register	77962066 3/18/2010	3891591 12/14/2010	EXTANG CORPORATION
TRIFECTA 	U.S. Federal	RENEWED (REGISTERED)	78572156 2/22/2005	3144425 9/19/2006	EXTANG CORPORATION
MAX SEAL	U.S. Federal	RENEWED (REGISTERED)	78320703 10/30/2003	3090991 5/9/2006	EXTANG CORPORATION
TUFF TONNO	U.S. Federal	RENEWED (REGISTERED)	76248767 4/24/2001	2710609 4/29/2003	EXTANG CORPORATION
FULL-TILT	U.S. Federal	RENEWED (REGISTERED)	76163934 11/8/2000	2634208 10/15/2002	EXTANG CORPORATION
PLATINUM	U.S. Federal	RENEWED (REGISTERED)	75423867 1/26/1998	2263746 7/20/1999	EXTANG CORPORATION
BLACK MAX	U.S. Federal	RENEWED (REGISTERED)	75423868 1/26/1998	2263747 7/20/1999	EXTANG CORPORATION
EXTANG	U.S. Federal	RENEWED (REGISTERED)	74492591 2/22/1994	1911255 8/15/1995	EXTANG CORPORATION
SABER	U.S. Federal	RENEWED (REGISTERED)	74489504 2/14/1994	1876517 1/31/1995	EXTANG CORPORATION
ACTION ACCESSORIES	U.S. Federal	REGISTERED	87001033 4/14/2016	5103804 12/20/2016	HUSKY LINERS, INC.
FORMFIT DESIGN	U.S. Federal	REGISTERED	86398336 9/18/2014	5003985 7/19/2016	HUSKY LINERS, INC.
FORMFIT EDGE	U.S. Federal	REGISTERED	86398350 9/18/2014	5003986 7/19/2016	HUSKY LINERS, INC.
DURAGRIP	U.S. Federal	REGISTERED	86398375 9/18/2014	5003987 7/19/2016	HUSKY LINERS, INC.
DO WHAT YOU DO	U.S. Federal	REGISTERED	86126352 11/22/2013	4822778 9/29/2015	HUSKY LINERS, INC.
VEHICLE ARMOR	U.S. Federal	REGISTERED	86126350 11/22/2013	5073609 11/1/2016	HUSKY LINERS, INC.
FIELD VAC 	U.S. Federal	REGISTERED	85437898 10/3/2011	4515049 4/15/2014	HUSKY LINERS, INC.
X-ACT CONTOUR	U.S. Federal	REGISTERED	85125747 9/9/2010	4568518 7/15/2014	HUSKY LINERS, INC.
FOR THE JUNK IN YOUR TRUNK	U.S. Federal	REGISTERED	77611731 11/11/2008	3768680 3/30/2010	HUSKY LINERS, INC.
GEARBOX	U.S. Federal	REGISTERED	77316537 10/30/2007	3525421 10/28/2008	HUSKY LINERS, INC.
HUSKYSHIELD	U.S. Federal	REGISTERED	77018475 10/11/2006	3402422 3/25/2008	HUSKY LINERS, INC.
THE MAKERS OF THE ORIGINAL FLOOR LINER	U.S. Federal	REGISTERED Supplemental Register	85562964 3/7/2012	4302976 3/12/2013	HUSKY LINERS, INC.

LOGO-READY	U.S. Federal	REGISTERED Supplemental Register	77012222 10/3/2006	3438453 5/27/2008	HUSKY LINERS, INC.
HUSKY	U.S. Federal	RENEWED (REGISTERED)	75874325 12/17/1999	2417424 1/2/2001	HUSKY LINERS, INC.
HUSKY LINERS	U.S. Federal	RENEWED (REGISTERED)	74139811 2/19/1991	1666635 12/3/1991	HUSKY LINERS, INC.
B BAK 	U.S. Federal	REGISTERED	87023081 5/3/2016	5113616 1/3/2017	LAURMARK ENTERPRISES, INC.
BAK INDUSTRIES	U.S. Federal	REGISTERED	87023043 5/3/2016	5113615 1/3/2017	LAURMARK ENTERPRISES, INC.
BAK	U.S. Federal	REGISTERED	87023094 5/3/2016	5104393 12/20/2016	LAURMARK ENTERPRISES, INC.
REVOLVERX2	U.S. Federal	REGISTERED	86432661 10/23/2014	4905941 2/23/2016	LAURMARK ENTERPRISES, INC.
FOLD-N-LOCK	U.S. Federal	REGISTERED	85609561 4/26/2012	4356530 6/25/2013	LAURMARK ENTERPRISES, INC.
BAKFLIP	U.S. Federal	REGISTERED	85048634 5/26/2010	3904016 1/11/2011	LAURMARK ENTERPRISES, INC.
LAZERLITE	U.S. Federal	REGISTERED	86104003 10/29/2013	4551226 6/17/2014	LAZER LITE COVERS, LLC
R REALTRUCK 	U.S. Federal	PENDING	87237800 11/15/2016		REALTRUCK, INC.
BIZON	U.S. Federal	REGISTERED	86689508 7/10/2015	4898632 2/9/2016	REALTRUCK, INC.
BIZON 	U.S. Federal	REGISTERED	86689505 7/10/2015	4898630 2/9/2016	REALTRUCK, INC.
R REALTRUCK.COM 	U.S. Federal	REGISTERED	85005419 4/2/2010	3873476 11/9/2010	REALTRUCK, INC.
REALTRUCK.COM	U.S. State	REGISTERED ND		16260100 10/8/2015	REALTRUCK, INC.
REALTRUCK	U.S. Federal	RENEWED (REGISTERED)	76555842 10/10/2003	2894957 10/19/2004	REALTRUCK, INC.
REALTRUCK.COM	U.S. Federal	RENEWED (REGISTERED)	76263148 5/29/2001	2634580 10/15/2002	REALTRUCK, INC.
RETRAX	U.S. Federal	REGISTERED	86955225 3/28/2016	5081422 11/15/2016	RETRAX HOLDINGS, LLC
RUGGED COVER	U.S. Federal	REGISTERED	85112569 8/20/2010	3969535 5/31/2011	RUGGED LINER, INC.
RUGGED LINER	U.S. Federal	REGISTERED Section 2(F)	78765794 12/2/2005	3250772 6/12/2007	RUGGED LINER, INC.
RUGGED LINER	U.S. Federal	RENEWED (REGISTERED)	73647176 3/2/1987	1487236 5/3/1988	RUGGED LINER, INC.

		Supplemental Register			
TONNEAU AUTHORITY	U.S. Federal	REGISTERED	86207480 2/28/2014	4969226 5/31/2016	TECTUM HOLDINGS INC.
TRUCK LUGGAGE 	U.S. Federal	REGISTERED	85577375 3/22/2012	4669411 1/13/2015	TECTUM HOLDINGS INC.
TRUCK LUGGAGE	U.S. Federal	REGISTERED	85569759 3/14/2012	4345188 6/4/2013	TECTUM HOLDINGS INC.
HAVOC	U.S. Federal	REGISTERED	85080732 7/8/2010	3996383 7/19/2011	TECTUM HOLDINGS, INC.
TRUXPORT	U.S. Federal	RENEWED (REGISTERED)	78526180 12/2/2004	3074760 3/28/2006	TRUXEDO INC.
TRUXEDO 	U.S. Federal	RENEWED (REGISTERED)	76003599 3/17/2000	2449070 5/8/2001	TRUXEDO INC.
TRUXEDO	U.S. Federal	RENEWED (REGISTERED)	76002735 3/17/2000	2449064 5/8/2001	TRUXEDO INC.
LO PRO	U.S. Federal	PUBLISHED (PENDING)	87167806 9/12/2016		TRUXEDO, INC.
TRUXEDO 	U.S. Federal	REGISTERED	86853863 12/18/2015	5025910 8/23/2016	TRUXEDO, INC.
UNDERCOVER	U.S. Federal	REGISTERED	86731370 8/20/2015	5158745 3/14/2017	UNDERCOVER, INC.
SWINGCASE	U.S. Federal	REGISTERED	77252140 8/10/2007	3463844 7/8/2008	UNDERCOVER, INC.

