

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightwood Loan Services LLC		06/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ox Bodies, Inc.		
Street Address:	719 Columbus Street East		
Internal Address:	P.O. Box 886		
City:	Fayette		
State/Country:	ALABAMA		
Postal Code:	35555		
Entity Type:	Corporation: ALABAMA		
Name:	Tishomingo Acquisition, LLC		
Street Address:	6500 City West Parkway		
Internal Address:	Suite 300		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Rugby Manufacturing Company		
Street Address:	Five Centerpointe Drive		
Internal Address:	Suite 100		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97035		
Entity Type:	Corporation: OREGON		
Name:	Crysteel Manufacturing, Inc.		
Street Address:	52182 Ember Road		
City:	Lake Crystal		
State/Country:	MINNESOTA		
Postal Code:	56055		
Entity Type:	Corporation: MINNESOTA		

CH \$540.00 3902518

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3902518	OX BODIES "AS STRONG AS AN OX"
Registration Number:	4294994	OX TRAILERS "AS STRONG AS AN OX"
Registration Number:	2519215	OX BODIES INC. "AS STRONG AS AN OX"
Registration Number:	4264518	AS STRONG AS AN OX
Registration Number:	4264625	OX
Registration Number:	4271784	OX BODIES
Registration Number:	4147868	STOCKYARD
Serial Number:	85807977	ROADOX
Registration Number:	4580977	TRAIL OX
Registration Number:	1695763	RUGBY
Registration Number:	2396606	EZ - LATCH
Serial Number:	85627860	RUGBY WILDCAT RANCHER
Registration Number:	1246869	
Registration Number:	4288884	J-CRAFT J
Registration Number:	4767270	CRYSTEEL
Registration Number:	1408397	FIVE-YARD TIPPER
Registration Number:	4330889	J-CRAFT
Registration Number:	1565805	ROLLER-COMBO
Registration Number:	1408398	TEN-YARD TIPPER
Registration Number:	4426475	ALUMAX
Registration Number:	2338485	DURACCLASS

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 3145526000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Matthew J. Himich

Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER: Matthew J. Himich

SIGNATURE: /matthew j. himich/

DATE SIGNED: 06/08/2017

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of June 2, 2017, by **BRIGHTWOOD LOAN SERVICES LLC**, a Delaware limited liability company having an address at 1540 Broadway, 23rd Floor, New York, New York 10036, in its capacity as collateral agent (in such capacity, the “Collateral Agent”), in favor of **OX BODIES, INC.**, an Alabama corporation, **TISHOMINGO ACQUISITION, LLC**, a Delaware limited liability company, **RUGBY MANUFACTURING COMPANY**, an Oregon corporation, and **CRYSTEEL MANUFACTURING, INC.**, a Minnesota corporation (each, individually, a “Grantor” and collectively the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Collateral Agreement (defined below).

WITNESSETH:

WHEREAS, reference is made to that 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, the Grantors, the other grantors from time to time party thereto and the Collateral Agent;

WHEREAS, the Grantors executed and delivered that certain Trademark Security Agreement, dated as of September 30, 2015 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors pledged and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of their right, title and interest in, to and under the United States trademark registrations and trademark applications listed on Schedule A attached hereto (“Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5671, Frame 0653 on November 18, 2015;

WHEREAS, the Collateral Agent acknowledges Payment in Full and accordingly has agreed to release the collateral pledge, grant, assignment, lien and security interest in and to the Trademark Collateral, and to re-convey any and all rights in the Trademark Collateral to the respective Grantors.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby, without representation, warranty or recourse of any kind, (i) releases, relinquishes and discharges, with respect to the Grantors, all of its collateral pledge, grant, assignment, lien and security interest in and to all of the Grantors' right, title, and interest in, to and under the Trademark Collateral, (ii) terminates the Trademark Security Agreement, and (iii) re-assigns to the Grantors any and all right, title or interest it may have in such Trademark Collateral.

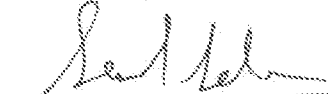
The Collateral Agent hereby authorizes the Grantors, or the Grantors' authorized representatives to record this Release with the United States Patent and Trademark Office. The Collateral Agent agrees, upon the reasonable request of the Grantors and at the Grantors' sole cost and expense, to execute and deliver to the Grantors all other instruments and other documents as may be reasonably necessary to release the security interest in the Trademark Collateral which had been granted under the Trademark Security Agreement.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

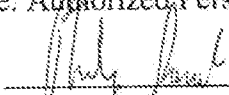
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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

BRIGHTWOOD LOAN SERVICES LLC,
as Collateral Agent

By:  _____

Name: Sengal Selassie
Title: Authorized Person

By:  _____

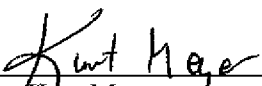
Name: Phil Daniele
Title: Chief Risk Officer

[SIGNATURE PAGE TO RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL]

TRADEMARK
REEL: 006079 FRAME: 0610

Accepted and Agreed:

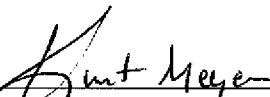
OX BODIES, INC.

By: 
Name: Kurt Meyer
Title: Chief Financial Officer

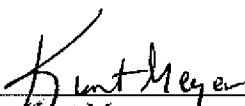
TISHOMINGO ACQUISITION, LLC

By: 
Name: Kurt Meyer
Title: Chief Financial Officer

RUGBY MANUFACTURING COMPANY

By: 
Name: Kurt Meyer
Title: Chief Financial Officer

CRYSTEEL MANUFACTURING, INC.

By: 
Name: Kurt Meyer
Title: Chief Financial Officer

[SIGNATURE PAGE TO RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL]

SCHEDULE A

Trademark Collateral

MARK	Application Number	Filing Date	Registration Number	Registration Date
OX BODIES "AS STRONG AS AN OX" – Stylized and Design	77/700040	3/26/2009	3902518	1/11/2011
OX BODIES "AS STRONG AS AN OX" – Stylized and Design	85/628889	5/18/2012	4294994	2/26/2013
OX BODIES "AS STRONG AS AN OX" – Stylized and Design	75/825669	10/18/1999	2519215	12/18/2001
AS STRONG AS AN OX	85/623940	5/13/2012	4264518	12/25/2012
OX	85/628894	5/18/2012	4264625	12/25/2012
OX BODIES	85/628891	5/18/2012	4271784	1/8/2013
STOCKYARD	85/359138	6/29/2011	4147868	5/22/2012
ROADOX	85/807977	12/20/2012		
TRAIL OX	85/807972	12/20/2012	4580977	8/5/2014
RUGBY – Stylized	73/718552	3/24/1988	1695763	6/23/1992
EZ – LATCH	75/674431	4/5/1999	2396606	10/17/2000
RUGBY WILDCAT RANCHER	85/627860	5/17/2012		
Design	73/363061	5/5/1982	1246869	8/2/1983
J-CFRAFT J – Stylized and Design	85/662171	6/26/2012	4288884	2/12/2013
CRYSTEEL	86/304753	6/9/2014	4767270	7/7/2015
FIVE-YARD TIPPER	73/583457	2/18/1986	1408397	9/9/1986
J CRAFT	85/662169	6/26/2012	4330889	5/7/2013
ROLLER COMBO	73/790852	4/3/1989	1565805	11/14/1989
TEN-YARD TIPPER	73/583458	2/18/1986	1408398	9/9/1986
ALUMAX	85/691921	7/31/2012	4426475	10/29/2013
DURA CLASS	75/708533	5/18/1999	2338485	4/4/2000