

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		06/02/2017	association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Crysteel Manufacturing, Inc.		
Street Address:	52182 Ember Road		
City:	Lake Crystal		
State/Country:	MINNESOTA		
Postal Code:	56055		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
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	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Matthew J. Himich		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	41111-164347		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		

CH \$190.00 1246869

DATE SIGNED:	06/08/2017
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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 **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (in such capacity, the "Agent"), in favor of **CRYSTEEL MANUFACTURING, INC.**, a Minnesota corporation (the "Grantor"). 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 that certain Revolving Credit and Security Agreement, dated as of September 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and 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 corporation incorporated under the laws of the State of Delaware) ("TBEI"), Rugby Manufacturing Company, an Oregon corporation ("Rugby"), Travis Body and Trailer, Inc., a Texas corporation ("TBTI"), Ox Bodies, Inc., an Alabama corporation ("Ox Bodies"), Tishomingo Acquisition, LLC, a Delaware limited liability company ("Tishomingo"), Travis Acquisition LLC, a Delaware limited liability company ("Travis Acquisition"), Travis Leasing LLC, a Delaware limited liability company ("Travis Leasing"), TBT Holding Company, Inc., a Delaware corporation ("TBT Holdings"), Grantor, Travis Enterprises, Inc., a Texas corporation ("Travis Enterprises" and together with TBEI, Crysteel, TBTI, Ox Bodies, Tishomingo, Travis Acquisition, Travis Leasing, TBT Holdings and Travis Enterprises, collectively, the "Borrowers", and each, a "Borrower"), TBT Land Holdings, LLC, a Texas limited liability company ("TBT Land"), the Guarantors party thereto, the Lenders party thereto and PNC Bank, National Association ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") 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 Borrowers, the Guarantors, the other grantors from time to time party thereto and the Agent;

WHEREAS, Grantor pursuant to the Collateral Agreement 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 Grantor pledged and granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its 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 5644, Frame 0759 on October 14, 2015;

WHEREAS, the Agent acknowledges Payment in Full (as defined in the Credit Agreement) 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 Grantor.

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

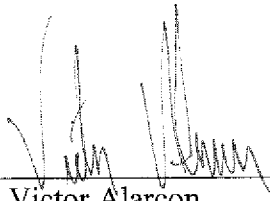
The Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Release with the United States Patent and Trademark Office. The Agent agrees, upon the reasonable request of the Grantor and at the Grantor's sole cost and expense, to execute and deliver to the Grantor 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).

[Signature page follows]

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

PNC BANK, NATIONAL ASSOCIATION,
as Agent



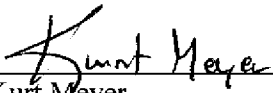
By: _____

Name: Victor Alarcon

Title: Senior Vice President



Accepted and Agreed as of the date first written above:

CRYSTEEL MANUFACTURING, INC., as Grantor

By: 
Name: Kurt Meyer
Title: Chief Financial Officer

SCHEDULE A

Trademark Collateral

MARK	Application Number	Filing Date	Registration Number.	Registration Date
 Design Only	73/363061	5/5/1982	1246869	8/2/1983
 J-CRAFT 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