

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440119

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Masterack Manufacturing and Installation, LLC	FORMERLY CVP Group, LLC	08/18/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent		
<b>Street Address:</b>	2200 Ross Avenue		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2839591	POWER RACK	
<b>Registration Number:</b>	4192987	SLIDE-DOWN	
<b>Registration Number:</b>	4263191	MASTERACK	
<b>Registration Number:</b>	4556825	SMARTSPACE	
<b>Registration Number:</b>	3588956	ECONOCARGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			
<b>Phone:</b>	214-745-5226		
<b>Email:</b>	AWALKER@WINSTEAD.COM		
<b>Correspondent Name:</b>	Andrea Walker, Winstead PC		
<b>Address Line 1:</b>	P. O. Box 131851		
<b>Address Line 4:</b>	DALLAS, TEXAS 75313-1851		
<b>ATTORNEY DOCKET NUMBER:</b>	57507-2 tmsa Masterack		
<b>NAME OF SUBMITTER:</b>	ANDREA WALKER		
<b>SIGNATURE:</b>	/Andrea Walker/		
<b>DATE SIGNED:</b>	08/22/2017		

CH \$140.00 2839591

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT entered into as of August 18, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and between MASTERACK MANUFACTURING AND INSTALLATION, LLC (formerly known as CVP Group, LLC), a Delaware limited liability company (the, "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent"), for the benefit of the Administrative Agent and the other Secured Parties.

**PRELIMINARY STATEMENT**

J. B. Poindexter & Co. Inc., the other Loan Parties, the Administrative Agent and the Lenders entered into a Credit Agreement dated as of February 10, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Grantor is becoming a party to the Credit Agreement pursuant to the execution and delivery of a Joinder Agreement dated as of the date hereof. In connection with the Credit Agreement, Grantor executed and delivered a First Security Agreement Supplement dated as of the date hereof to become a party to the Pledge and Security Agreement dated as February 10, 2017 (such agreement, together with all supplements and amendments and restatements thereto, the "Security Agreement"), in order to induce the Lenders to enter to extend credit and other financial accommodations to the Loan Parties under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement;

As a condition precedent to the making of the Loans and the issuance of the Letters of Credit (including the initial Loan and Letter of Credit) under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties hereby agree as follows:

**AGREEMENT.**

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Trademark License" means all of Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Trademarks" means all of Grantor's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving

claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

2. Grant of Security Interest. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Schedule 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Schedule 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Schedule 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, in the Trademark Collateral in the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

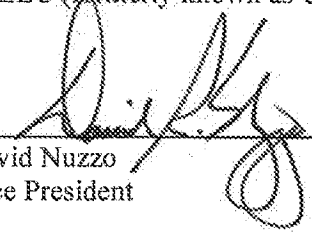
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

MASTERACK MANUFACTURING AND  
INSTALLATION, LLC (formerly known as CVP  
Group, LLC)

By:



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Name: David Nuzzo  
Title: Vice President



**SCHEDULE I**  
to Trademark Security Agreement

Item A	Registered Trademarks
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Trademark	Registration Date	Registration Number
POWER RACK	May 11, 2004	2,839,591
SLIDE-DOWN	August 21, 2012	4,192,987
MASTERACK (CA)	October 21, 2013	TMA863084
MASTERACK	December 25, 2012	4,263,191
SMARTSPACE	June 24, 2014	4,556,825
QUIETFLEX (CA)	May 23, 2008	TMA715003
ECONOCARGO	March 10, 2009	3,588,956

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Item B	Trademark Applications
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Applicant	Nature of Grantor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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