

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULTRA AXLE, LLC		12/11/2017	Limited Liability Company: GEORGIA
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: 3			
Property Type	Number	Word Mark	
Registration Number:	5031674	ALLOY USA	
Registration Number:	3711291	PG PRECISION GEAR	
Registration Number:	3711290	ALLOY USA	
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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038507-0595		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	12/27/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 11, 2017 (this “Agreement”), among Omix-Ada, Inc., a Georgia corporation, Superlift, LLC, a Delaware limited liability company and Ultra Axle, LLC, a Georgia limited liability company (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 by that First Amendment to Second Lien Credit Agreement, dated as of May 17, 2017, the Second Amendment to Second Lien Credit Agreement, dated as of October 26, 2017, and as further 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 by that Restated Second Lien Pledge and Security Agreement, dated as of May 17, 2017, and as further supplemented by that certain Supplement No. 1 to the Second Lien Pledge and Security Agreement, dated as of December 11, 2017 (the “Supplement”), and as may be further 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. Pursuant to the Supplement, each Grantor has, in accordance with the requirements of the Second Lien Credit Agreement, become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made (Lenders and Loans having the meanings specified 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.

OMIX-ADA, INC.

By: 

Name: William Reminder
Title: CEO & President

ULTRA AXLE, LLC

By: 

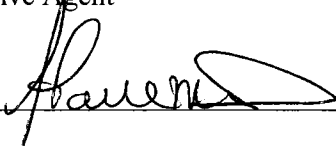
Name: William Reminder
Title: CEO & President

SUPERLIFT, LLC

By: 







Name: William Reminder
Title: CEO & President



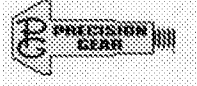

JEFFERIES FINANCE LLC
as Administrative Agent

By: 
Name: _____
Title: J. Paul McDonnell
Managing Director

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK	JURISDICTION
OMIX-ADA, INC.	4868366	12/8/2015	EXO-TOP	U.S. Federal
OMIX-ADA, INC.	4203582	9/4/2012	A PARTS FOR A CAUSE COMPANY DRIVE OFFROAD 	U.S. Federal
OMIX-ADA, INC.	4207600	9/11/2012	PARTS FOR A CAUSE 	U.S. Federal
OMIX-ADA, INC.	4136890	5/1/2012	PARTS FOR A CAUSE	U.S. Federal
OMIX-ADA, INC.	3589628	3/17/2009	OUTLAND	U.S. Federal
OMIX-ADA, INC.	3487124	8/19/2008	OUTLAND AUTOMOTIVE 	U.S. Federal
OMIX-ADA, INC.	3671044	8/18/2009	RUGGED RIDGE 	U.S. Federal
OMIX-ADA, INC.	3596653	3/24/2009	RUGGED RIDGE	U.S. Federal
OMIX-ADA, INC.	2457034	6/5/2001	Design Only 	U.S. Federal
SUPERLIFT, LLC	4421041	10/22/2013	SUPERLIFT S SUSPENSION SYSTEMS 	U.S. Federal
SUPERLIFT, LLC	4399830	9/10/2013	SUPERLIFT	U.S. Federal

SUPERLIFT, LLC	2690227	2/25/2003	SUPERLIFT 	U.S. Federal
SUPERLIFT, LLC	2007901	10/15/1996	BLACK DIAMOND	U.S. Federal
SUPERLIFT, LLC	2007491	10/15/1996	BLACK DIAMOND 	U.S. Federal
SUPERLIFT, LLC	646020	7/15/2013	SUPERLIFT MANUFACTURING	U.S. State - L.A.
SUPERLIFT, LLC	646021	7/15/2013	SUPERLIFT METALFORMING	U.S. State - L.A.
SUPERLIFT, LLC	645033	5/28/2013	SUPERLIFT SUSPENSION SYSTEMS	U.S. State - L.A.
SUPERLIFT, LLC	645034	5/28/2013	METALFORMS MANUFACTURING	U.S. State - L.A.
ULTRA AXLE, LLC	5031674	8/30/2016	ALLOY USA	U.S. Federal
ULTRA AXLE, LLC	3711291	11/17/2009	PG PRECISION GEAR 	U.S. Federal
ULTRA AXLE, LLC	3711290	11/17/2009	ALLOY USA 	U.S. Federal

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
OMIX-ADA, INC.	87288569	1/4/2017	RUGGED RIDGE
SUPERLIFT, LLC	87453276	5/17/2017	SUPERIDE