

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Indenture		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UnderCover, Inc.		05/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3463844	SWINGCASE	
Registration Number:	5158745	UNDERCOVER	
Registration Number:	5397565	RIDGELANDER	
Registration Number:	5397611	UNDERCOVER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0771		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/08/2019		
Total Attachments: 15			

CH \$115.00 3463844

source=Truck Hero - Trademark Security Agreement - Notes#page1.tif
source=Truck Hero - Trademark Security Agreement - Notes#page2.tif
source=Truck Hero - Trademark Security Agreement - Notes#page3.tif
source=Truck Hero - Trademark Security Agreement - Notes#page4.tif
source=Truck Hero - Trademark Security Agreement - Notes#page5.tif
source=Truck Hero - Trademark Security Agreement - Notes#page6.tif
source=Truck Hero - Trademark Security Agreement - Notes#page7.tif
source=Truck Hero - Trademark Security Agreement - Notes#page8.tif
source=Truck Hero - Trademark Security Agreement - Notes#page9.tif
source=Truck Hero - Trademark Security Agreement - Notes#page10.tif
source=Truck Hero - Trademark Security Agreement - Notes#page11.tif
source=Truck Hero - Trademark Security Agreement - Notes#page12.tif
source=Truck Hero - Trademark Security Agreement - Notes#page13.tif
source=Truck Hero - Trademark Security Agreement - Notes#page14.tif
source=Truck Hero - Trademark Security Agreement - Notes#page15.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 10, 2019 (this “Trademark Security Agreement”), among the signatories listed on the signature pages (each, a “Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (the “Collateral Agent”) for the Secured Note Parties (as defined in the Indenture).

Reference is made to that certain Indenture, dated as of May 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Truck Hero, Inc., a Delaware corporation (the “Issuer”), Truck Acquisition, Inc., a Delaware corporation (“Holdings”), and each of Issuer’s Subsidiaries party thereto as Guarantors (Holdings and such Subsidiaries are referred to hereinafter each individually as a “Guarantor” and individually and collectively, jointly and severally, as “Guarantors”), Wilmington Trust, National Association as trustee and the Collateral Agent.

Reference is also made to that certain Pledge and Security Agreement (Notes), dated as of May 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”), by and among, amongst others, the Issuer, the other grantors thereto and the Collateral Agent.

Consistent with the requirements set forth in Sections 4.17 and 11.04 of the Indenture and Section 4.03(c) of the Notes 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 Notes 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 Note Obligations, each Grantor, pursuant to the Notes Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Note 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. *Notes Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Notes Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Notes 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 Notes Security Agreement, the terms of the Notes 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.

SECTION 6. *Concerning the Collateral Agent.* Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges, immunities and indemnities set forth in the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein.

[*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
AUTO CUSTOMS, LLC
BEDRUG, INC.
EXTANG CORPORATION
HUSKY LINERS, INC.
LAURMARK ENTERPRISES, INC.
RETRAX HOLDINGS, LLC
RUGGED LINER, INC.
TECTUM HOLDINGS, INC.
TRUXEDO, INC.
UNDERCOVER, INC.
AUTO CUSTOMS, LLC
THI E-COMMERCE, LLC
TRUCK HERO, INC.
N-FAB, INC.
OMIX-ADA, INC.
ULTRA AXLE, LLC
SUPERLIFT, LLC

By: _____


Name: William Reminder

Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006687 FRAME: 0881

WILMINGTON TRUST, NATIONAL
ASSOCIATION
as Collateral Agent

By: 
Name: Hallie E. Field
Title: Vice President

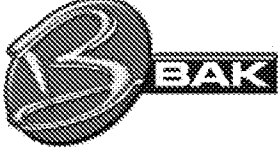

SCHEDULE I

TRADEMARKS





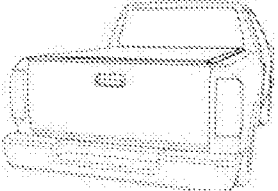
Trademark	Registration Number	Registration Date	Registered Owner
 (truck cap handle design)	3,156,486	17-OCT-2006	A.R.E. Accessories, LLC
	3,532,122	11-NOV-2008	A.R.E. Accessories, LLC
	3,532,123	10-OCT-2007	A.R.E. Accessories, LLC
A.R.E.	3,057,834	07-FEB-2006	A.R.E. Accessories, LLC
CX SERIES	3,073,226	28-MAR-2006	A.R.E. Accessories, LLC
THE TOP LINE FOR YOUR TRUCK	3,248,315	29-MAY-2007	A.R.E. Accessories, LLC
LSX SERIES	3,143,510	12-SEP-2006	A.R.E. Accessories, LLC
LSII SERIES	3,079,181	11-APR-2006	A.R.E. Accessories, LLC
Z SERIES	3,073,224	28-MAR-2006	A.R.E. Accessories, LLC
MX SERIES	3,084,940	25-APR-2006	A.R.E. Accessories, LLC
OUTFIT FOR LIFE	5,037,482	06-SEP-2016	A.R.E. Accessories, LLC
OUTFIT FOR WORK	5,161,760	14-MAR-2017	A.R.E. Accessories, LLC
HAVOC OFFROAD	5,078,044	08-NOV-2016	THI E-Commerce, LLC (successor by merger to Auto Customs, LLC)
	4,391,167	27-AUG-2013	THI E-Commerce, LLC (successor by merger to Auto Customs, LLC)




Trademark	Registration Number	Registration Date	Registered Owner
NASTA	2,607,135	13-AUG-2002	THI E-Commerce, LLC (successor by merger to Auto Customs, LLC)
BEDRUG	2,569,308	14-MAY-2002	BedRug, Inc.
BEDTRED	3,871,312	02-NOV-2010	BedRug, Inc.
MUD READY	4,871,563	15-DEC-2015	BedRug, Inc.
AMERICAN TONNEAU COMPANY	3,891,591	14-DEC-2010	Extang Corporation
AMERICAN TONNEAU COMPANY	5,036,468	06-SEP-2016	Extang Corporation
BLACK MAX	2,263,747	20-JUL-1999	Extang Corporation
E-MAX TONNO	4,525,845	06-MAY-2014	Extang Corporation
ENCORE TONNO	3,927,330	08-MAR-2011	Extang Corporation
EXPRESS TONNO	3,305,352	09-OCT-2007	Extang Corporation
EXTANG	1,911,255	15-AUG-1995	Extang Corporation
EXTANGRT TONNO	3,710,999	17-NOV-2009	Extang Corporation
EZTILT	3,820,119	20-JUL-2010	Extang Corporation
FREEDOM CLASSIC-SNAP	4,054,457	15-NOV-2011	Extang Corporation
FREEDOM EZ-ROLL	3,339,530	20-NOV-2007	Extang Corporation
FREEDOM TRI-FOLD	4,054,453	15-NOV-2011	Extang Corporation
FULL-TILT	2,634,208	15-OCT-2002	Extang Corporation
MAX SEAL	3,090,991	09-MAY-2006	Extang Corporation
PLATINUM	2,263,746	20-JUL-1999	Extang Corporation

Trademark	Registration Number	Registration Date	Registered Owner
REVOLUTION TONNO	3,393,515	04-MAR-2008	Extang Corporation
SABER	1,876,517	31-JAN-1995	Extang Corporation
SOLID FOLD	3,328,341	06-NOV-2007	Extang Corporation
TONNO TONIC	3,710,998	17-NOV-2009	Extang Corporation
TRIFECTA	3,144,425	19-SEP-2006	Extang Corporation
TUFF TONNO	2,710,609	29-APR-2003	Extang Corporation
WEATHERTOP	3,962,999	17-MAY-2011	Extang Corporation
e-MAX TONNO	4,525,845	06-MAY-2014	Extang Corporation
ACTION ACCESSORIES	5,103,804	20-DEC-2016	Husky Liners, Inc.
DO WHAT YOU DO	4,822,778	29-SEP-2015	Husky Liners, Inc.
DURAGRIP	5,003,987	19-JUL-2016	Husky Liners, Inc.
FIELD VAC	4,515,049	15-APR-2014	Husky Liners, Inc.
FOR THE JUNK IN YOUR TRUNK	3,768,680	30-MAR-2010	Husky Liners, Inc.
FORMFIT DESIGN	5,003,985	19-JUL-2016	Husky Liners, Inc.
FORMFIT EDGE	5,003,986	19-JUL-2016	Husky Liners, Inc.
GEARBOX	3,525,421	28-OCT-2008	Husky Liners, Inc.
HUSKY	2,417,424	02-JAN-2001	Husky Liners, Inc.
HUSKY LINERS	1,666,635	03-DEC-1991	Husky Liners, Inc.
HUSKYSHIELD	3,402,422	25-MAR-2008	Husky Liners, Inc.

Trademark	Registration Number	Registration Date	Registered Owner
THE MAKERS OF THE ORIGINAL FLOOR LINER	4,302,976	12-MAR-2013	Husky Liners, Inc.
VEHICLE ARMOR	5,073,609	01-NOV-2016	Husky Liners, Inc.
X-ACT CONTOUR	4,568,518	15-JUL-2014	Husky Liners, Inc.
	5,113,616	03-JAN-2017	Laurmark Enterprises, Inc., d/b/a BAK Industries
BAK	5,104,393	20-DEC-2016	Laurmark Enterprises, Inc., d/b/a BAK Industries
BACK INDUSTRIES	5,113,615	03-JAN-2017	Laurmark Enterprises, Inc., d/b/a BAK Industries
BAKFLIP	3,904,016	11-JAN-2011	Laurmark Enterprises, Inc., d/b/a BAK Industries
REVOLVER X2	4,905,941	23-FEB-2016	Laurmark Enterprises, Inc., d/b/a BAK Industries
FOLD-N-LOCK	4,356,530	25-JUN-2013	Laurmark Enterprises, Inc., d/b/a BAK Industries
REVOLVER	5618580	27-NOV-2018	Laurmark Enterprises, Inc. d/b/a BAK Industries
LAZERLITE	4,551,226	17-JUN-2014	THI E-Commerce, LLC (successor by merger to Lazer Lite Covers, LLC)
BIZON	4,898,632	09-FEB-2016	THI E-Commerce, LLC (successor by merger to RealTruck, Inc.)
	4,898,630	09-FEB-2016	THI E-Commerce, LLC (successor by merger to RealTruck, Inc.)

Trademark	Registration Number	Registration Date	Registered Owner
	3,873,476	09-NOV-2010	THI E-Commerce, LLC (successor by merger to RealTruck, Inc.)
REALTRUCK	2,894,957	19-OCT-2004	THI E-Commerce, LLC (successor by merger to RealTruck, Inc.)
REALTRUCK.COM	2,634,580	15-OCT-2002	THI E-Commerce, LLC (successor by merger to RealTruck, Inc.)
RETRAX	5,081,422	15-NOV-2016	Retrax Holdings, LLC
RUGGED COVER	3,969,535	31-MAY-2011	Rugged Liner, Inc.
RUGGED LINER	1,487,236	03-MAY-1988	Rugged Liner, Inc.
RUGGED LINER	3,250,772	12-JUN-2007	Rugged Liner, Inc.
HAVOC	3,996,383	19-JUL-2011	Tectum Holdings, Inc.
TONNEAU AUTHORITY	4,969,226	31-MAY-2016	Tectum Holdings, Inc.
TRUCK LUGGAGE	4,345,188	04-JUN-2013	Tectum Holdings, Inc.
	4,669,411	13-JAN-2015	Tectum Holdings, Inc.
TRUXEDO	2,449,064	08-MAY-2001	TruXedo, Inc.
TRUXEDO	2,449,070	23-AUG-2001	TruXedo, Inc.
TruXedo	5,025,910	23-AUG-2016	TruXedo, Inc.
TRUXPORT	3,074,760	28-MAR-2006	TruXedo, Inc.
SWINGCASE	3,463,844	08-JUL-2008	Undercover, Inc.
UNDERCOVER	5,158,745	14-MAR-2017	Undercover, Inc.
TRUCK LIKE A HERO	5503935	26-JUN-2018	Truck Hero, Inc.

Trademark	Registration Number	Registration Date	Registered Owner
TRUCK HERO 	5693692	5-MAR-2019	Truck Hero, Inc.
TRUCK HERO 	5598612	6-NOV-2018	Truck Hero, Inc.
TRUCK HERO 	5598611	6-NOV-2018	Truck Hero, Inc.
TRUCK HERO 	5388556	23-JAN-2018	Truck Hero, Inc.
TRUCK HERO	5675643	12-FEB-2019	Truck Hero, Inc.
TRUCK HERO	5347084	28-NOV-2017	Truck Hero, Inc.
	5278440	29-AUG-2017	TruXedo, Inc.
LO PRO	5185968	18-APR-2017	TruXedo, Inc.
RIDGELANDER	5397565	06-FEB-2018	Undercover, Inc.
UNDERCOVER	5397611	06-FEB-2018	Undercover, Inc.
DCU SERIES	5191835	25-APR-2017	A.R.E. Accessories, LLC
RIVAL	5470691	15-MAY-2018	A.R.E. Accessories, LLC

Trademark	Registration Number	Registration Date	Registered Owner
SWINGSAFE	5460049	01-MAY-2018	A.R.E. Accessories, LLC
HAVOC OFFROAD	5225754	20-JUN-2017	THI E-Commerce, LLC (successor by merger to Auto Customs, LLC)
	5225755	20-JUN-2017	THI E-Commerce, LLC (successor by merger to Auto Customs, LLC)
	5372813	24-OCT-2017	THI E-Commerce, LLC (successor by merger to RealTruck, Inc.)
N-FAB 	5405195	20-FEB-2018	N-Fab, Inc.
N-FAB	5405194	20-FEB-2018	N-Fab, Inc.
RUGGED RIDGE	5368084	02-JAN-2018	Omix-ADA, Inc.
EXO-TOP	4868366	08-DEC-2015	Omix-ADA, Inc.
RUGGED RIDGE	3596653	24-MAR-2009	Omix-ADA, Inc.
RUGGED RIDGE 	3671044	18-AUG-2009	Omix-ADA, Inc.
OUTLAND	3589628	17-MAY-2009	Omix-ADA, Inc.
OUTLAND AUTOMOTIVE 	3487124	19-AUG-2008	Omix-ADA, Inc.
OMIX-ADA	2655373	03-DEC-2002	Omix-ADA, Inc.


Trademark	Registration Number	Registration Date	Registered Owner
DESIGN ONLY 	2457034	05-JUN-2001	Omix-ADA, Inc.
ALLOY USA	5031674	30-AUG-2016	Ultra Axle, LLC
PG PRECISION GEAR 	3711291	17-NOV-2009	Ultra Axle, LLC
ALLOY USA 	3711290	17-NOV-2009	Ultra Axle, LLC
SUPERLIFT S SUSPENSION SYSTEMS 	4421041	22-OCT-2013	SUPERLIFT, LLC
SUPERLIFT	4399830	10-SEP-2013	SUPERLIFT, LLC
SUPERLIFT 	2690227	25-FEB-2003	SUPERLIFT, LLC
BLACK DIAMOND 	2007901	15-OCT-1996	SUPERLIFT, LLC

Trademark	Registration Number	Registration Date	Registered Owner
BLACK DIAMOND	2007491	15-OCT-1996	SUPERLIFT, LLC
IONIC	5650915	08-JAN-2019	THI E-Commerce, LLC (successor by merger to Auto Customs, LLC)
IONIC	5486578	05-JUN-2018	THI E-Commerce, LLC (successor by merger to Auto Customs, LLC)
GATOR	5485380	05-JUN-2018	THI E-Commerce, LLC (successor by merger to Auto Customs, LLC)

TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Registered Owner
REALAUTO	87/291,044 ITU	05-JAN-2017	THI E-Commerce, LLC (successor by merger to RealTruck, Inc.)
OFFROAD HERO	87/365,661 ITU	16-MAR-2016	Truck Hero, Inc.
SUV HERO	87/365,670 ITU	16-MAR-2016	Truck Hero, Inc.

Trademark	Application Number	Application Date	Registered Owner
	87/211,522 ITU	21-OCT-2016	Truck Hero, Inc.
VAN HERO	87365668 ITU	9-MAR-2017	Truck Hero, Inc.
VAN HERO	86/941,741 ITU	16-MAR-2016	Truck Hero, Inc.
HAVOC	87516758	5-JUL-2017	Tectum Holdings Inc.
MOGO	88228947 ITU	13-DEC-2018	Husky Liners, Inc.
MOGO AUTOMATS	88228943	13-DEC-2018	Husky Liners, Inc.
HUSKY	87593354 ITU	01-SEP-2017	Husky Liners, Inc.
TRAX RAIL	88141996 ITU	03-OCT-2018	Retrax Holdings, LLC
RR RUGGED RIDGE 	88285136 ITU	31-JAN-2019	Omix-ADA, Inc.

Trademark	Application Number	Application Date	Registered Owner
VENATOR	88326790 ITU	05-MAR-2019	Omix-ADA, Inc.
SUPERLIFT SUSPENSION 	87906324 ITU	03-MAY-2018	Superlift, LLC