

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM531167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - First Lien		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lund, Inc.		06/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, Administrative 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: 57			
Property Type	Number	Word Mark	
Registration Number:	4791142	LUND PREMIUM STYLE. LASTING PERFORMANCE.	
Registration Number:	2588332	XTREME CATCH-ALL	
Registration Number:	4660511	BELMOR	
Registration Number:	4638044	BELMOR BECAUSE YOU DRIVE HEAVY DUTY.	
Registration Number:	2336306	CATCH-ALL	
Registration Number:	4791141	LUND	
Registration Number:	3719892	AEROSKIN	
Registration Number:	2114676	AEROSHADE	
Registration Number:	4494528	AEROSHIELD	
Registration Number:	4612228	AEROSHIELD II	
Registration Number:	1645135	AEROVISOR	
Registration Number:	3177659	AUTO VENTSHADE	
Registration Number:	5068971	AVS AHEAD OF THE CURVE	
Registration Number:	1840455	BUGFLECTOR	
Registration Number:	1858525	BUGFLECTOR II	
Registration Number:	2169476	CARFLECTOR	
Registration Number:	2482027	CARGO-LOGIC	
Registration Number:	4604177	CATCH-ALL	

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Property Type	Number	Word Mark
Registration Number:	4550486	CATCH-IT
Registration Number:	3464513	CHROME VENTVISOR
Registration Number:	2486010	CONTENDER
Registration Number:	4993050	DO HEADS TURN WHEN YOU DRIVE BY?
Registration Number:	2722357	DURALOADER
Registration Number:	4606433	EX-EXTRA WIDE STYLE
Registration Number:	4900069	GENESIS
Registration Number:	4494562	HOODFLECTOR
Registration Number:	4494563	INTERCEPTOR
Registration Number:	3142792	
Registration Number:	3985323	LO-ROLL
Registration Number:	2073272	LUND
Registration Number:	5525897	LUND
Registration Number:	2929330	LUND EZ BRACKET
Registration Number:	2867223	LUND INTERNATIONAL
Registration Number:	2553224	LUND INTERNATIONAL
Registration Number:	4676261	LUND LATITUDE
Registration Number:	4693127	LUND ROCK RAIL
Registration Number:	5161672	LUND TERRAIN HX STEP
Registration Number:	3843066	REVELATION
Registration Number:	5376593	REVOLUTION
Registration Number:	5006653	ROADWORKS
Registration Number:	4287756	ROADWORKS
Registration Number:	4606436	RX-RIVET STYLE
Registration Number:	4490974	SEAL-TITE
Registration Number:	1711548	STEPSHIELD
Registration Number:	4213463	SUNFLECTOR
Registration Number:	4585456	SX-SPORT STYLE
Registration Number:	5652922	TONNO PRO
Registration Number:	3874628	TONNO PRO
Registration Number:	2439023	TRAILBACK
Registration Number:	5670894	TRAILGUARD BUMPER
Registration Number:	2901118	TRENZ
Registration Number:	5105291	TRI-FLEX
Registration Number:	2517414	ULTIMA
Registration Number:	1190621	VENTSHADE
Registration Number:	0569872	VENTSHADE
Registration Number:	1121806	VENTVISOR

Property Type	Number	Word Mark
Registration Number:	1703109	WINDFLECTOR

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 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:	07/10/2019

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 7, 2019 (this “Trademark Security Agreement”), among Lund, Inc., a Delaware corporation, ROLL-N-LOCK CORPORATION, a Florida corporation, Belmor, Inc., a Delaware corporation, Lund Motion Products, Inc., a Delaware corporation and BUSHWACKER, INC., an Oregon corporation (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 First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Truck Hero, Inc., a Delaware corporation (as survivor of the Merger (as defined in the First 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 First Lien Pledge and Security Agreement, dated as of April 21, 2017 (as 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 First Lien Credit Agreement) from time to time party thereto and the Administrative Agent.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First 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.

LUND, INC.
ROLL-N-LOCK CORPORATION
BELMOR, INC.
LUND MOTION PRODUCTS, INC.
BUSHWACKER, INC.

By: 

Name: William Reminder
Title: Chief Executive Officer and
President

JEFFERIES FINANCE LLC
as Administrative Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE I

TRADEMARKS

GRANTOR	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Lund, Inc.	4,791,142	11-AUG-2015	
Lund, Inc.	2,588,332	02-JUL-2002	
Lund, Inc.	4,660,511	23-DEC-2014	
Lund, Inc.	4,638,044	11-NOV-2014	
Lund, Inc.	2,336,306	28-MAR-2000	
Lund, Inc.	4,791,141	11-AUG-2015	
Lund, Inc.	3,719,892	01-DEC-2009	AERO SKIN
Lund, Inc.	2,114,676	18-NOV-1997	AEROSHADE
Lund, Inc.	4,494,528	11-MAR-2014	AEROSHIELD
Lund, Inc.	4,612,228	30-SEPT-2014	AEROSHIELD II
Lund, Inc.	1,645,135	21-MAY-1991	AEROVISOR
Lund, Inc.	3,177,659	28-NOV-2006	AUTO VENTSHADE
Lund, Inc.	5,068,971	25-OCT-2016	AVS AHEAD OF THE CURVE. & Design
Lund, Inc.	1,840,455	21-JUN-1994	BUGFLECTOR
Lund, Inc.	1,858,525	18-OCT-1994	BUGFLECTOR II
Lund, Inc.	2,169,476	30-JUN-1998	CARFLECTOR
Lund, Inc.	2,482,027	28-AUG-2001	CARGO-LOGIC
Lund, Inc.	4,604,177	16-SEPT-2014	CATCH-ALL
Lund, Inc.	4,550,486	17-JUN-2014	CATCH-IT
Lund, Inc.	3,464,513	08-JUL-2008	CHROME VENTVISOR
Lund, Inc.	2,486,010	04-SEPT-2001	CONTENDER
Lund, Inc.	4,993,050	05-JUL-2016	DO HEADS TURN WHEN YOU DRIVE BY?
Lund, Inc.	2,722,357	03-JUN-2003	DURALOADER
Lund, Inc.	4,606,433	16-SEPT-2014	EX-EXTRA WIDE STYLE
Lund, Inc.	4900069	16-FEB-2016	GENESIS
Lund, Inc.	4,494,562	11-MAR-2014	HOODFLECTOR
Lund, Inc.	4,494,563	11-MAR-2014	INTERCEPTOR

GRANTOR	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Lund, Inc.	3,142,792	12-SEPT-2006	L Logo Design
Lund, Inc.	3,985,323	28-JUN-2011	LO-ROLL
Lund, Inc.	2,073,272	24-JUN-1997	LUND
Lund, Inc.	5,525,897	24-JUL-2018	LUND
Lund, Inc.	2,929,330	01-MAR-2005	LUND EZ BRACKET
Lund, Inc.	2,867,223	27-JUL-2004	LUND INTERNATIONAL
Lund, Inc.	2,553,224	26-MAR-2002	LUND INTERNATIONAL
Lund, Inc.	4,676,261	20-JAN-2015	LUND LATITUDE
Lund, Inc.	4,693,127	24-FEB-2015	LUND ROCK RAIL
Lund, Inc.	5,161,672	14-MAR-2017	LUND TERRAIN HX STEP
Lund, Inc.	3,843,066	31-AUG-2010	REVELATION
Lund, Inc.	5,376,593	19-JAN-2018	REVOLUTION
Lund, Inc.	5,006,653	26-JUL-2016	ROADWORKS
Lund, Inc.	4,287,756	12-FEB-2013	ROADWORKS and Design
Lund, Inc.	4,606,436	16-SEPT-2014	RX-RIVET STYLE
Lund, Inc.	4,490,974	04-MAR-2014	SEAL-TITE
Lund, Inc.	1,711,548	01-SEPT-1992	STEPSHIELD
Lund, Inc.	4,213,463	25-SEPT-2012	SUNFLECTOR
Lund, Inc.	4,585,456	12-AUG-2014	SX-SPORT STYLE
Lund, Inc.	5,652,922	15-JAN-2019	TONNO PRO
Lund, Inc.	3,874,628	09-NOV-2010	TONNO PRO (Stylized)
Lund, Inc.	2,439,023	27-MAR-2001	TRAILBACK
Lund, Inc.	5,670,894	02-FEB-2019	TRAILGUARD BUMPER
Lund, Inc.	2,901,118	09-NOV-2004	TRENZ
Lund, Inc.	5,105,291	20-DEC-2016	TRI-FLEX
Lund, Inc.	2,517,414	11-DEC-2001	ULTIMA
Lund, Inc.	1,190,621	23-FEB-1982	VENTSHADE
Lund, Inc.	569,872	03-FEB-1953	VENTSHADE & Design
Lund, Inc.	1,121,806	10-JUL-1979	VENTVISOR
Lund, Inc.	1,703,109	28-JUL-1992	WINDFLECTOR
Belmor, Inc.	2,653,867	26-NOV-2002	BELMOR
Belmor, Inc.	1,494,135	28-JUN-1988	MUSTACHE SHIELD
BUSHWACKER, INC.	2,402,360	07-NOV-2000	BODY GEAR
BUSHWACKER, INC.	1,468,959	15-DEC-1987	BUSHWACKER
BUSHWACKER, INC.	2,184,387	25-AUG-1998	BUSHWACKER and Design
BUSHWACKER, INC.	2,025,157	24-DEC-1996	BUSHWACKER Stylized

GRANTOR	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
BUSHWACKER, INC.	1,468,960	15-DEC-1987	DURA-FLEX
BUSHWACKER, INC.	2,292,167	16-NOV-1999	EXTEND-A-FENDER
BUSHWACKER, INC.	2,565,520	30-APR-2002	"OE" STYLE
BUSHWACKER, INC.	2,664,539	17-DEC-2002	POCKET STYLE
BUSHWACKER, INC.	3,070,209	21-MAR-2006	TRAIL ARMOR
Lund Motion Products, Inc.	3,331,472	06-NOV-2007	AMP RESEARCH
Lund Motion Products, Inc.	5,487,213	05-JUN-2018	AMP RESEARCH BEDEXTENDER HD
Lund Motion Products, Inc.	5,443,724	10-APR-2018	AMP RESEARCH INNOVATION IN MOTION FROM LUND INTERNATIONAL and Design
Lund Motion Products, Inc.	3,580,990	24-FEB-2009	BEDSTEP
Lund Motion Products, Inc.	3,740,873	19-JAN-2010	MOTOEXTENDER
Lund Motion Products, Inc.	5,397,329	06-FEB-2018	POWERSTEP EXTREME
Lund Motion Products, Inc.	5,514,083	10-JUL-2018	RAMPAGE PRODUCTS and Design
Lund Motion Products, Inc.	5,162,630	14-MAR-2017	TRAILVIEW SOFT TOP
ROLL-N-LOCK CORPORATION	2,650,561	12-NOV-2002	CARGO MANAGER
ROLL-N-LOCK CORPORATION	4,342,946	28-MAY-2013	QWIKFOOT
ROLL-N-LOCK CORPORATION	3,217,962	13-MAR-2007	ROLL-N-LOCK
ROLL-N-LOCK CORPORATION	1,825,802	08-MAR-1994	ROLL-N-LOCK and Design
ROLL-N-LOCK CORPORATION	4,584,904	12-AUG-2014	ROLL N LOCK...ROAD TESTED EVERY DAY

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
Lund, Inc.	87/792547 ITU	09-FEB-2018	AEROSHIELD III
Lund, Inc.	88/090662 ITU	23-AUG-2018	DON'T LET WHAT'S OUTSIDE SPOIL WHAT'S INSIDE
Lund, Inc.	88/127083 ITU	21-SEPT-2018	INVISOR
Lund, Inc.	88/127086	21-SEPT-2018	LIGHTSHIELD

	ITU		
Lund, Inc.	88/129120 ITU	24-SEPT-2018	LUND NIGHTFX
Lund, Inc.	88/127022 ITU	21-SEPT-2018	ULTRAFOLD
Lund, Inc.	87/077814 ITU	20-JUN-2016	WE DON'T MAKE THE VEHICLE, WE MAKE IT YOURS.
Lund, Inc.	87/727247 ITU	19-DEC-2017	WE DON'T MAKE THE VEHICLE, WE MAKE IT YOURS.
BUSHWACKER, INC.	88/127072 ITU	21-SEPT-2018	AXT STYLE
BUSHWACKER, INC.	88/090582 ITU	23-AUG-2018	BUSHWACKER, SETTING THE STANDARD SINCE '67
BUSHWACKER, INC.	88/127078 ITU	20-SEPT-2018	DRT STYLE
Lund Motion Products, Inc.	88/058548 ITU	30-JUL-2018	AMP RESEARCH INNOVATION IN MOTION
Lund Motion Products, Inc.	88/090070 ITU	23-AUG-2018	FROM STOCK TO ROCK
Lund Motion Products, Inc.	88/090049 ITU	23-AUG-2018	HOW DO YOU RAMPAGE?
Lund Motion Products, Inc.	88/127093 ITU	21-SEPT-2018	POWERSTEP RTS
Lund Motion Products, Inc.	88/127097 ITU	21-SEPT-2018	TRAILCRAWLER
ROLL-N-LOCK CORPORATION	88/127039 ITU	21-SEPT-2018	QWIKRAK REC BARS