

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Indenture		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belmor, Inc.		06/07/2019	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: 2			
Property Type	Number	Word Mark	
Registration Number:	2653867	BELMOR	
Registration Number:	1494135	MUSTACHE SHIELD	
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:	07/10/2019		
Total Attachments: 8			
source=Truck hero - LUND Trademark Security Agreement (Indenture)#page1.tif			

OP \$65.00 2653867

source=Truck hero - LUND Trademark Security Agreement (Indenture)#page2.tif
source=Truck hero - LUND Trademark Security Agreement (Indenture)#page3.tif
source=Truck hero - LUND Trademark Security Agreement (Indenture)#page4.tif
source=Truck hero - LUND Trademark Security Agreement (Indenture)#page5.tif
source=Truck hero - LUND Trademark Security Agreement (Indenture)#page6.tif
source=Truck hero - LUND Trademark Security Agreement (Indenture)#page7.tif
source=Truck hero - LUND Trademark Security Agreement (Indenture)#page8.tif

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 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 (as defined therein) 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.

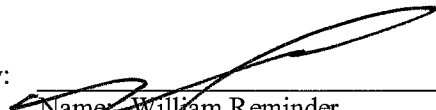
SECTION 6. *Concerning the Collateral Agent.* Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges, immunities and indemnities set forth in the Indenture, as if such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

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

By: _____


Name: William Reminder
Title: Chief Executive Officer and
President

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By:  _____

Name: Hallie E. Field

Title: Vice President

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-EXTRAWIDE 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