

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543140

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARK		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BWISE Manufacturing, LLC		09/30/2019	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Chartered Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5774285	B WISE TRAILERS	
<b>Registration Number:</b>	5774284	BWISE BWISE TRAILERS BRI-MAR TRAILERS MA	
<b>Registration Number:</b>	5534877	BWISE TRAILER MALL	
<b>Registration Number:</b>	5534876	BWISE BWISE TRAILERS BRI-MAR TRAILERS TR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	ALANA GRAMER		
<b>Address Line 1:</b>	C/O PAUL HASTINGS LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER		
<b>SIGNATURE:</b>	/s/ AG		
<b>DATE SIGNED:</b>	09/30/2019		
<b>Total Attachments: 5</b>			
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GRANT OF  
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of September 30, 2019 (this "Agreement"), is made by BWISE Manufacturing, LLC, a Pennsylvania limited liability company (the "Grantor"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of August 24, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCD Holdings, Inc., a Delaware corporation, BCD Acquisition, Inc., a Delaware corporation (the "Company"), the Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto and Goldman Sachs Bank USA, as the Administrative Agent, the Collateral Agent, the Issuing Bank, the Swingline Lender and a Lender, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Company that become a party thereto, have executed and delivered a Security Agreement, dated as of August 24, 2016 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Issuing Bank to make their respective Extensions of Credit to Holdings, the Company and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with Holdings, the Company and/or the Restricted Subsidiaries, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

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.

BWISE MANUFACTURING, LLC,  
as a Grantor

By:   
Name: Steve Courreges  
Title: President

[Grant of Security Interest in Trademark]

**TRADEMARK**  
**REEL: 006758 FRAME: 0282**

GOLDMAN SACHS BANK USA,  
as the Collateral Agent

By: 

Name:

Douglas Tansky  
Authorized Signatory

Title:

[Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006758 FRAME: 0283**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

For Trademarks:

<b>OWNER</b>	<b>APPLICATION NUMBER / REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TRADEMARK</b>
BWISE Manufacturing, LLC	5774285	June 11, 2019	B WISE TRAILERS
BWISE Manufacturing, LLC	5774284	June 11, 2019	BWISE BWISE TRAILERS BRIMAR TRAILERS MAKE THE WISE CHOICE
BWISE Manufacturing, LLC	5534877	August 7, 2018	BWISE TRAILER MALL
BWISE Manufacturing, LLC	5534876	August 7, 2018	BWISE BWISE TRAILERS BRIMAR TRAILERS TRAILER MALL