

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623635

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| Jefferies Finance LLC, as Administrative and Collateral Agent | | 01/29/2021 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|----------------------|
| Name: | Omix-Ada, Inc. |
| Street Address: | 460 Horizon Drive |
| Internal Address: | Suite 400 |
| City: | Suwanee |
| State/Country: | GEORGIA |
| Postal Code: | 30024 |
| Entity Type: | Corporation: GEORGIA |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|-----------------------------|----------|--|
| Registration Number: | 4868366 | EXO-TOP |
| Registration Number: | 4203582 | A PARTS FOR A CAUSE COMPANY DRIVE OFFROA |
| Registration Number: | 4207600 | PARTS FOR A CAUSE |
| Registration Number: | 4136890 | PARTS FOR A CAUSE |
| Registration Number: | 3589628 | OUTLAND |
| Registration Number: | 3487124 | OUTLAND AUTOMOTIVE |
| Registration Number: | 3671044 | RUGGED RIDGE |
| Registration Number: | 3596653 | RUGGED RIDGE |
| Registration Number: | 2457034 | |
| Serial Number: | 87288569 | RUGGED RIDGE |

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

CH \$265.00 4868366

Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 038507-0595

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 02/01/2021

Total Attachments: 4

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 29, 2021 (the “Effective Date”), is made by JEFFERIES FINANCE LLC, as administrative agent and collateral agent (in such capacities, the “Agent”), in favor of 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 collectively the “Grantors”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of April 21, 2017, among the Borrower, Holdings, Grantors, the other grantors party thereto, the Lenders from time to time party thereto and the Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered a Trademark Security Agreement, dated as of December 11, 2017 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on December 27, 2017 at Reel/Frame 6236/0921 (with respect to OMIX-ADA, Inc.), at Reel/Frame 6236/0946 (with respect to Superlift, LLC), and at Reel/Frame 6236/0936 (with respect to Ultra Axle, LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of its right, title and interest in, to and under all of the following assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of such Grantor, and regardless of where located: (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 then or thereafter 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; but excluding any Excluded Assets (collectively, the “Trademark Collateral”); and

WHEREAS, the Agent and the Grantors acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in and to the Trademark Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor, or any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the Effective Date.

JEFFERIES FINANCE LLC, as Administrative
Agent and Collateral Agent







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



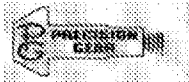

[Signature Page – Release of Second Lien Security Interest in Trademarks]

TRADEMARK
REEL: 007176 FRAME: 0086

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 |