

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEDERALEAGLE, LLC	FORMERLY Eagle Specialty Vehicles, LLC and successor in interest to Eagle Specialty Vehicles, LLC	02/09/2022	Limited Liability Company: DELAWARE
READING TRUCK BODY, LLC		02/09/2022	Limited Liability Company: DELAWARE
MASTERACK, LLC		02/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Assistant		
Street Address:	2200 Ross Avenue, 9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5776966	KENSINGTON	
Registration Number:	2839591	POWER RACK	
Registration Number:	4192987	SLIDE-DOWN	
Registration Number:	4263191	MASTERACK	
Registration Number:	4556825	SMARTSPACE	
Registration Number:	3588956	ECONOCARGO	
Serial Number:	97138940	R READING TRUCK	
Serial Number:	97138939	R	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		

CH \$215.00 5776966

Email: ngraham@winstead.com
Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1: 2728 N. Harwood Street
Address Line 2: Suite 500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 57507-2

NAME OF SUBMITTER: Nancy Graham

SIGNATURE: /Nancy Graham/

DATE SIGNED: 02/11/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT entered into as of February 9, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), by and between each of the entities listed on the signature pages hereto (individually and collectively, the “Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”), for the benefit of the Administrative Agent and the other Secured Parties.

PRELIMINARY STATEMENT

J. B. Poindexter & Co. Inc., each other Grantor, the other Loan Parties, the Administrative Agent and the Lenders are entering into a First Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). In connection with the Credit Agreement, Grantor executed and delivered the First Amended and Restated Pledge and Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the “Security Agreement”), in order to induce the Lenders to enter to extend credit and other financial accommodations to the Loan Parties under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement;

As a condition precedent to the making of the Loans and the issuance of the Letters of Credit (including the initial Loan and Letter of Credit) under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties hereby agree as follows:

AGREEMENT.

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 incorporated by reference) in the Security Agreement.

“Trademark License” means all of Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Trademarks” means all of Grantor's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

2. Grant of Security Interest. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Schedule 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Schedule 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Schedule 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, in the Trademark Collateral in the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, with respect to the security interest in the Trademark 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.

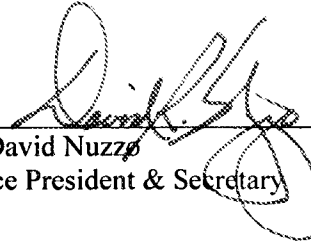
5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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.

FEDERALEAGLE, LLC (formerly known as Eagle Specialty Vehicles, LLC and successor in interest by merger to Eagle Specialty Vehicles, LLC)
READING TRUCK BODY, LLC
MASTERACK, LLC

By: 
Name: David Nuzzo
Title: Vice President & Secretary

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 

Name: J. Devin Mock

Title: Authorized Officer

SCHEDULE I
to Trademark Security Agreement

<u>U.S. Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
READING TRUCK[logo]	Reading Truck Body, LLC	11/23/21 Live;[application date] Pending	#97138940	N/A
READING TRUCK[symbol only]	Reading Truck Body, LLC	11/23/21 Live;[application date] Pending	#97138939	N/A
KENSINGTON	Eagle Specialty Vehicles, LLC	Live	5776966	June 11, 2019
POWER RACK	Masterack, LLC	Live	2,839,591	11 May 2004
SLIDE-DOWN	Masterack, LLC	Live	4,192,987	21 Aug 2012
MASTERACK	Masterack, LLC	Live	863084	21 Oct 2013
MASTERACK	Masterack, LLC	Live	4,263,191	25 Dec 2012
SMARTSPACE	Masterack, LLC	Live	4,556,825	24 Jun 2014
QUIETFLEX	Masterack, LLC	Live	TMA715003	23 May 2008
ECONOCARGO	Masterack, LLC	Live	3,588,956	10 Mar 2009