

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1210401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BESTOP, INC.		03/29/2024	Corporation: DELAWARE
BESTOP ALUMINESS, LLC		03/29/2024	Limited Liability Company: DELAWARE
BESTOP BAJA, LLC		03/29/2024	Limited Liability Company: DELAWARE
BESTOP PRP, LLC		03/29/2024	Limited Liability Company: DELAWARE
BESTOP TUFFY, LLC		03/29/2024	Limited Liability Company: DELAWARE
MGP CALIPER COVERS, LLC		03/29/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 89</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5583853	A	
<b>Registration Number:</b>	5583850	A ALUMINESS PRODUCTS INC.	
<b>Registration Number:</b>	5583849	ALUMINESS	
<b>Registration Number:</b>	2454747	B	
<b>Registration Number:</b>	4608807	BAJADESIGNS	
<b>Registration Number:</b>	5419159	B BESTOP	
<b>Registration Number:</b>	3166123	B BESTOP	
<b>Registration Number:</b>	6883744	BD	
<b>Registration Number:</b>	4763965	BD	
<b>Registration Number:</b>	4297960	BD	
<b>Registration Number:</b>	5387890	BESTOP	

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Property Type	Number	Word Mark
Registration Number:	4855919	BESTOP
Registration Number:	880794	BESTOP
Registration Number:	1708001	BIKINI
Registration Number:	5518406	BULLRING
Registration Number:	4857850	BULL RING
Registration Number:	6337852	CLEARVIEW
Registration Number:	6337853	CLEARVIEW
Registration Number:	4447167	COPPERDRIVE
Registration Number:	6016503	CORE
Registration Number:	5644467	DDC
Registration Number:	6242404	
Registration Number:	5766659	
Registration Number:	5746151	F.I.T. SYSTEM
Registration Number:	6440502	HIGHROCK
Registration Number:	6439384	HIGHROCK 4X4
Registration Number:	4447173	HIGH SPEED SPOT
Registration Number:	1656753	INSTATRUNK
Registration Number:	5596705	IPT
Registration Number:	5504603	LP9
Registration Number:	5590931	MADE TO ESCAPE
Registration Number:	4636618	MGP CALIPER COVERS
Registration Number:	6852726	NX
Registration Number:	4763836	ONXSIX
Registration Number:	5360697	OPEN UP & BREATHE
Registration Number:	5470221	OPEN UP AND BREATHE
Registration Number:	2381548	PAVEMENT ENDS
Registration Number:	3799847	POWERBOARD
Registration Number:	5558193	PRERUNNER
Registration Number:	5288561	PRERUNNER
Registration Number:	6811165	PRP
Registration Number:	6811168	PRP
Registration Number:	4619977	PRP SEATS
Registration Number:	5438055	REPLACE-A-TOP
Registration Number:	3643463	ROUGH RIDER
Registration Number:	5186141	RTL
Registration Number:	6428822	S1
Registration Number:	4752056	S2
Registration Number:	4245975	SOFTOPPER

Property Type	Number	Word Mark
Registration Number:	5874342	SPEEDSTRAP
Registration Number:	5872979	SPEEDSTRAP
Registration Number:	4571039	SPEEDSTRAP
Registration Number:	7316968	SPOD
Registration Number:	4674444	SPOD
Registration Number:	4451468	SQUADRON
Registration Number:	4759655	SQUADRON XL
Registration Number:	6805293	SQUAREBACK
Registration Number:	2003063	SUNPORT
Registration Number:	2922372	SUNRIDER
Registration Number:	5210514	SUNRIDER FOR HARDTOP
Registration Number:	2036708	SUPERTOP
Registration Number:	6777539	SUPERTOP ULTRA
Registration Number:	6095493	THE SCIENTISTS OF LIGHTING
Registration Number:	4012715	TREKSTEP
Registration Number:	5266334	TREKTOP
Registration Number:	5561895	TREKTOP NX+
Registration Number:	5419652	TREKTOP NX PLUS
Registration Number:	6606952	TREKTOP ULTRA
Registration Number:	2788550	TUFFY
Registration Number:	6389759	ULTRA
Registration Number:	4354115	USERVICE
Registration Number:	5258647	XL 80
Registration Number:	6337854	CLEARVIEW ALL THE LIGHT, RIGHT WHERE YOU NEED IT
Registration Number:	7164300	SPOD
Registration Number:	7164302	THESOURCELT
Registration Number:	7164301	BANTAMX
Registration Number:	7189832	BANTAMX
Registration Number:	7189833	THESOURCELT
Registration Number:	7370683	ELS EFFECTIVE LIGHTING SCORE
Serial Number:	97211445	BANTAMX
Serial Number:	97211456	BANTAMX
Serial Number:	97211192	SPOD
Serial Number:	97211479	THESOURCELT
Serial Number:	98186546	TUFFY SECURITY PRODUCTS
Serial Number:	98098325	
Serial Number:	97930341	
Serial Number:	97520160	EFFECTIVE LIGHTING SCORE

Property Type	Number	Word Mark
Serial Number:	98099110	LP6
Serial Number:	97211514	THESOURCELT

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 4155911000  
**Email:** TrademarksSF@winston.com  
**Correspondent Name:** Becky Troutman  
**Address Line 1:** 101 California Street  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	015250.00064
<b>NAME OF SUBMITTER:</b>	KIRSTEN REA
<b>SIGNATURE:</b>	KIRSTEN REA
<b>DATE SIGNED:</b>	05/03/2024

**Total Attachments: 10**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2024, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Twin Brook Capital Partners, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2024 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Bestop, Inc., a Delaware corporation (“**Bestop**”) and the Borrower Representative, MGP Group, Inc., a Delaware corporation (“**MGP**”) (Bestop and MGP are sometimes referred to herein collectively as the “**Borrowers**” and individually as a “**Borrower**”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Lien on and security interest in the Trademark Collateral granted hereunder shall not include, and no Lien or security interest or other rights shall be deemed granted on, any "intent to use" Trademark applications for which a "Statement of Use" or "Amendment to Allege Use" has not been filed (but only until any such statement or amendment is filed).

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

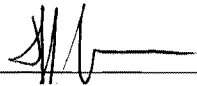
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BESTOP, INC.  
BESTOP ALUMINESS, LLC  
BESTOP BAJA, LLC  
BESTOP PRP, LLC  
BESTOP TUFFY, LLC  
MGP CALIPER COVERS, LLC,  
each as Grantor

By:  \_\_\_\_\_  
Name: Jeff Green  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC  
as Agent

By:   
Drew Guyette (Mar 28, 2024 12:53 CDT)  
Name: Drew Guyette  
Title: Managing Director



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT





Trademark Registrations




REGISTERED TRADEMARKS AND APPLICATIONS






Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
A Design 	Registered	87609129	14-Sep-2017	5583853	16-Oct-2018	BESTOP ALUMINESS, LLC
A ALUMINESS PRODUCTS INC. 	Registered	87609067	14-Sep-2017	5583850	16-Oct-2018	BESTOP ALUMINESS, LLC
ALUMINESS	Registered	87609045	14-Sep-2017	5583849	16-Oct-2018	BESTOP ALUMINESS, LLC
B Design 	Registered	75832991	28-Oct-1999	2454747	29-May-2001	BESTOP, INC.
BAJADESIGNS	Registered	86162726	10-Jan-2014	4608807	23-Sep-2014	BESTOP BAJA, LLC
BANTAMX	Pending	97211445	10-Jan-2022			BESTOP BAJA, LLC
BANTAMX	Pending	97211456	10-Jan-2022			BESTOP BAJA, LLC
B BESTOP 	Registered	87162999	07-Sep-2016	5419159	06-Mar-2018	BESTOP, INC.
B BESTOP 	Registered	78449698	13-Jul-2004	3166123	31-Oct-2006	BESTOP, INC.
BD	Registered	97038468	21-Sep-2021	6883744	25-Oct-2022	BESTOP BAJA, LLC

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
						
BD	Registered	86436337	27-Oct-2014	4763965	30-Jun-2015	BESTOP BAJA, LLC
	Registered	85672136	09-Jul-2012	4297960	05-Mar-2013	BESTOP BAJA, LLC
BESTOP 	Registered	87233035	10-Nov-2016	5387890	23-Jan-2018	BESTOP, INC.
BESTOP	Registered	85597704	13-Apr-2012	4855919	17-Nov-2015	BESTOP, INC.
BESTOP 	Registered	72309020	07-Oct-1968	0880794	18-Nov-1969	BESTOP, INC.
BIKINI	Registered	74166438	14-May-1991	1708001	18-Aug-1992	BESTOP, INC.
BULLRING 	Registered	87706819	04-Dec-2017	5518406	17-Jul-2018	BESTOP BULLRING, LLC
BULL RING	Registered	86432317	23-Oct-2014	4857850	24-Nov-2015	BESTOP BULLRING, LLC
CLEARVIEW	Registered	88724005	11-Dec-2019	6337852	04-May-2021	BESTOP BAJA, LLC
CLEARVIEW 	Registered	88724008	11-Dec-2019	6337853	04-May-2021	BESTOP BAJA, LLC
COPPERDRIVE	Registered	85904704	15-Apr-2013	4447167	10-Dec-2013	BESTOP BAJA, LLC
CORE	Registered	88318100	27-Feb-2019	6016503	24-Mar-2020	BESTOP, INC.
DDC	Registered	87497339	20-Jun-2017	5644467	01-Jan-2019	BESTOP BAJA, LLC
Design Only 	Registered	88185380	07-Nov-2018	6242404	12-Jan-2021	BESTOP BULLRING, LLC
Design Only	Registered	87583618	25-Aug-2017	5766659	04-Jun-2019	BESTOP BAJA, LLC

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
						
F.I.T. SYSTEM	Registered	87392659	30-Mar-2017	5746151	07-May-2019	BESTOP, INC
HIGHROCK	Registered	90307395	09-Nov-2020	6440502	03-Aug-2021	BESTOP, INC
HIGHROCK 4X4	Registered	90298181	04-Nov-2020	6439384	03-Aug-2021	BESTOP, INC
HIGH SPEED SPOT	Registered	85904753	15-Apr-2013	4447173	10-Dec-2013	BESTOP BAJA, LLC
INSTATRUNK	Registered	74062117	24-May-1990	1656753	10-Sep-1991	BESTOP, INC.
IPT	Registered	87497443	20-Jun-2017	5596705	30-Oct-2018	BESTOP BAJA, LLC
LP9	Registered	87493423	16-Jun-2017	5504603	26-Jun-2018	BESTOP BAJA, LLC
MADE TO ESCAPE	Registered	87293727	09-Jan-2017	5590931	23-Oct-2018	BESTOP, INC.
MGP CALIPER COVERS	Registered	86233199	26-Mar-2014	4636618	11-Nov-2014	MGP CALIPER COVERS, LLC
NX	Registered	88223614	10-Dec-2018	6852726	20-SEP-2022	BESTOP, INC.
ONXSIX	Registered	86431955	22-Oct-2014	4763836	30-Jun-2015	BESTOP BAJA, LLC
OPEN UP & BREATHE	Registered	87026504	05-May-2016	5360697	19-Dec-2017	BESTOP, INC.
OPEN UP AND BREATHE	Registered	87026557	05-May-2016	5470221	15-May-2018	BESTOP, INC.
PAVEMENT ENDS	Registered	75832990	28-Oct-1999	2381548	29-Aug-2000	BESTOP, INC.
POWERBOARD	Registered	76688883	23-Apr-2008	3799847	08-Jun-2010	BESTOP, INC.
PRERUNNER	Registered	86982170	05-Nov-2015	5558193	11-Sep-2018	BESTOP BAJA, LLC
PRERUNNER	Registered	86810708	05-Nov-2015	5288561	19-Sep-2017	BESTOP BAJA, LLC
PRP 	Registered	90256868	15-Oct-2020	6811165	09-AUG-2022	BESTOP PRP, LLC
PRP	Registered	90257318	15-Oct-2020	6811168	09-AUG-2022	BESTOP PRP, LLC
PRP PREP SEATS 	Registered	86139994	10-Dec-2013	4619977	14-Oct-2014	BESTOP PRP, LLC
REPLACE-A-TOP	Registered	87599800	07-Sep-2017	5438055	03-Apr-2018	BESTOP, INC.

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
ROUGH RIDER	Registered	77627850	05-Dec-2008	3643463	23-Jun-2009	BESTOP, INC.
RTL	Registered	87170029	13-Sep-2016	5186141	18-Apr-2017	BESTOP BAJA, LLC
S1	Registered	88411090	01-May-2019	6428822	20-Jul-2021	BESTOP BAJA LLC
S2	Registered	86442317	02-Nov-2014	4752056	09-Jun-2015	BESTOP BAJA, LLC
SOFTOPPER	Registered	85598992	16-Apr-2012	4245975	20-Nov-2012	BESTOP, INC.
SPEEDSTRAP 	Registered	88377903	09-Apr-2019	5874342	01-Oct-2019	BESTOP PRP, LLC
SPEEDSTRAP	Registered	88352591	22-Mar-2019	5872979	01-Oct-2019	BESTOP PRP, LLC
SPEEDSTRAP 	Registered	86021029	26-Jul-2013	4571039	22-Jul-2014	BESTOP PRP, LLC
SPOD 	Pending	97211283	10-Jan-2022	7316968	27-Feb-2024	BESTOP BAJA, LLC
SPOD	Pending	97211192	10-Jan-2022			BESTOP BAJA, LLC
SPOD 	Registered	86256811	18-Apr-2014	4674444	20-Jan-2015	BESTOP BAJA, LLC
SQUADRON	Registered	85938769	21-May-2013	4451468	17-Dec-2013	BESTOP BAJA, LLC
SQUADRON XL	Registered	86431907	22-Oct-2014	4759655	23-Jun-2015	BESTOP BAJA, LLC
SQUAREBACK	Registered	90069207	23-Jul-2020	6805293	26-Jul-2022	BESTOP, INC.
SUNPORT	Registered	75003868	10-Oct-1995	2003063	24-Sep-1996	BESTOP, INC.
SUNRIDER	Registered	76570540	04-Dec-2003	2922372	01-Feb-2005	BESTOP, INC.
SUNRIDER FOR HARDTOP	Registered	86937507	11-Mar-2016	5210514	23-May-2017	BESTOP, INC.
SUPERTOP	Registered	75003861	10-Oct-1995	2036708	11-Feb-1997	BESTOP, INC.
SUPERTOP ULTRA		90527553	12-Feb-2021	6777539	05-JUL-2022	BESTOP, INC.

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
	Registered					
THE SCIENTISTS OF LIGHTING	Registered	88724014	11-Dec-2019	6095493	07-Jul-2020	BESTOP BAJA, LLC
THESOURCELT 	Pending	97211514	10-Jan-2022			BESTOP BAJA, LLC
THESOURCELT	Pending	97211479	10-Jan-2022			BESTOP BAJA, LLC
TREKSTEP	Registered	76703290	08-Jun-2010	4012715	16-Aug-2011	BESTOP, INC.
TREKTOP	Registered	86427959	20-Oct-2014	5266334	15-Aug-2017	BESTOP, INC.
TREKTOP NX+	Registered	87340471	17-Feb-2017	5561895	11-Sep-2018	BESTOP, INC.
TREKTOP NX PLUS	Registered	87340308	17-Feb-2017	5419652	06-Mar-2018	BESTOP, INC.
TREKTOP ULTRA	Registered	90527626	12-Feb-2021	6606952	04-Jan-2022	BESTOP, INC
TUFFY	Registered	76474848	09-Dec-2002	2788550	02-Dec-2003	BESTOP TUFFY, LLC
TUFFY SECURITY PRODUCTS	Pending	98186546	19-SEP-2023			BESTOP TUFFY, LLC
ULTRA	Registered	88190626	12-Nov-2018	6389759	15-Jun-2021	BESTOP, INC.
USERVICE	Registered	85812310	28-Dec-2012	4354115	18-Jun-2013	BESTOP BAJA, LLC
XL 80	Registered	86848532	14-Dec-2015	5258647	08-Aug-2017	BESTOP BAJA, LLC
CLEARVIEW ALL THE LIGHT, RIGHT WHERE YOU NEED IT 	Registered	88724011	11-Dec-2019	6337854	04-May-2021	BESTOP BAJA, LLC
SPOD  <b>SPOD</b>	Registered	97975660	10-Jan-2022	7164300	12-Sep-2023	BESTOP BAJA, LLC
THESOURCELT 	Registered	97975664	10-Jan-2022	7164302	12-Sep-2023	BESTOP BAJA, LLC

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
BANTAMX 	Registered	97975662	10-Jan-2022	7164301	12-Sep-2023	BESTOP BAJA, LLC
BANTAMX 	Registered	97975661	10-Jan-2022	7189832	10-Oct-2023	BESTOP BAJA, LLC
	Pending	98098325	24-Jul-2023			BESTOP BAJA, LLC
	Pending	97930341	10-May-2023			BESTOP BAJA, LLC
EFFECTIVE LIGHTING SCORE	Pending	97520160	26-Jul-2022			BESTOP BAJA, LLC
THESOURCELT	Registered	97975663	10-Jan-2022	7189833	10-Oct-2023	BESTOP BAJA, LLC
ELS EFFECTIVE LIGHTING SCORE 	Registered	97520206	26-Jul-2022	7370683	30-Apr-2024	BESTOP BAJA, LLC
LP6	Pending	98099110	24-Jul-2023			BESTOP BAJA, LLC