

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Travis Acquisition LLC		08/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Main Street Capital Corporation
Street Address:	1300 Post Oak Boulevard, Suite 800
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1885963	TRAVIS
Registration Number:	1871213	C.M.C.
Registration Number:	1871576	C.M.C.
Registration Number:	1871212	CMC
Registration Number:	3136677	THE WAVE
Registration Number:	3279860	TRAVIS
Registration Number:	3258302	SPEC-A-TRAILER
Registration Number:	4118638	ALUMATECH
Registration Number:	4118636	ALUMATECH
Registration Number:	3744523	VERTEX
Registration Number:	3329542	CLASSIC
Registration Number:	1616628	TRAVIS
Serial Number:	74021154	TRAVIS
Serial Number:	76390190	HARD ROCK

CH \$365.00 1885963

**TRADEMARK**

**CORRESPONDENCE DATA**

Fax Number: 2149694343

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-969-2877

Email: trademarkdallas@akingump.com

Correspondent Name: Akin Gump Strauss Hauer & Feld LLP

Address Line 1: PO Box 130688

Address Line 4: Dallas, TEXAS 75313-0688

ATTORNEY DOCKET NUMBER:	690127-0018
NAME OF SUBMITTER:	Sanford E. Warren, Jr.
Signature:	/Sanford E. Warren, Jr./
Date:	09/05/2013

**Total Attachments: 10**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2013 (the "*Agreement*"), by and between TRAVIS ACQUISITION LLC, a Delaware limited liability company ("*Debtor*"), and MAIN STREET CAPITAL CORPORATION, a Maryland corporation ("*MSCC*"), as administrative agent and collateral agent for the ratable benefit of the Lenders (defined below) (in such capacities, together with any successors in such capacities under the Loan Agreement, "*Secured Party*").

### WITNESSETH:

**WHEREAS**, Debtor, certain of its subsidiaries (collectively with Debtor, the "*Borrowers*"), Secured Party and the lenders from time to time party thereto (collectively, the "*Lenders*") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated or supplemented from time to time, the "*Loan Agreement*");

**WHEREAS**, Debtor, the other Borrowers and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated or supplemented from time to time, the "*Security Agreement*"), pursuant to which Debtor has granted a first-priority lien and security interest in all of all or substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to extending loans to Borrowers under the Loan Agreement, Secured Party requires that each Borrower grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend loans to Borrowers pursuant to the Loan Agreement, each Borrower agrees, for the benefit of Secured Party and Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt, unconditional and complete payment, performance and observance of the Obligation, each Borrower does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of such Borrower (the "*IP Collateral*"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications and patent licenses to which it is a party, including but not limited to those referred to on Schedule 1 hereto;

(b) all of its trademarks, trademark applications and any related licenses to which it is a party, including but not limited to those referred to on Schedule 1 hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrowers for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. Each Borrower hereby authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to each applicable Borrower all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Each Borrower does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP 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.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. 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.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

**BORROWERS:**

TRAVIS ACQUISITION LLC,  
a Delaware limited liability company

By: Charles K. Hughes  
Name: Charles K. Hughes  
Title: Chief Executive Officer

STATE OF TEXAS           §  
  § ss.  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on August 30, 2013, by Charles K. Hughes, the Chief Executive Officer of TRAVIS ACQUISITION LLC, a Delaware limited liability company, for and on behalf of such limited liability company, and for the purpose and consideration herein stated.



Dorothy Bester  
Notary Public in and for the State of Texas

TBT HOLDING COMPANY, INC.,  
a Delaware corporation

By: Charles K. Hughes  
Name: Charles K. Hughes  
Title: President

STATE OF TEXAS           §  
                                  § ss.  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on August 30, 2013 by Charles K. Hughes, the President of TBT HOLDING COMPANY, INC., a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.



Dorothy Bester  
Notary Public in and for the State of Texas

TRAVIS ENTERPRISES, INC.,  
a Texas corporation

By: Charles K. Hughes  
Name: Charles K. Hughes  
Title: President

STATE OF TEXAS           §  
  § ss.  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on August 30, 2013, by  
Charles K. Hughes, the President  
of TRAVIS ENTERPRISES, INC., a Texas corporation, for and on behalf of such corporation,  
and for the purpose and consideration herein stated.



Dorothy Bester  
Notary Public in and for the State of Texas

TRAVIS BODY AND TRAILER, INC.,  
a Texas corporation

By: Charles K. Hughes  
Name: Charles K. Hughes  
Title: President

STATE OF TEXAS           §  
                                  § ss.  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on August 30, 2013, by Charles K. Hughes, the President of TRAVIS BODY AND TRAILER, INC., a Texas corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.



Dorothy Hester  
Notary Public in and for the State of Texas



TBT LAND HOLDINGS, LLC,  
a Texas limited liability company

By: Charles K. Hughes  
Name: Charles K. Hughes  
Title: President

STATE OF TEXAS       §  
                                  § ss.  
COUNTY OF HARRIS   §


This instrument was acknowledged before me on September 5, 2013 by Charles K. Hughes, the President of TBT LAND HOLDINGS, LLC, a Texas limited liability company, for and on behalf of such limited liability company, and for the purpose and consideration herein stated.



Dorothy Rester  
Notary Public in and for the State of Texas

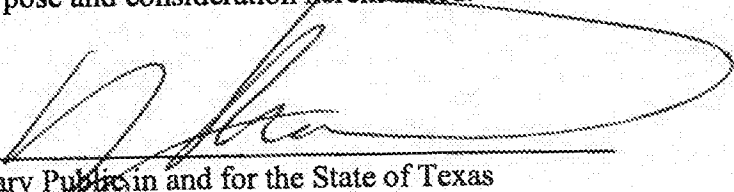
**SECURED PARTY:**

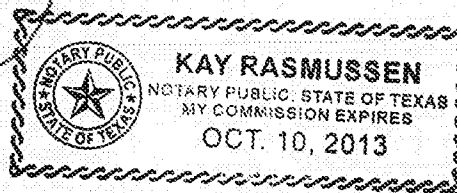
MAIN STREET CAPITAL CORPORATION  
a Maryland corporation,  
as Agent

By:   
Name: Curtis L. Hartman  
Title: Senior Managing Director

STATE OF TEXAS       §  
                                  § ss.  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on August 30, 2013, by Curtis L. Hartman of Main Street Capital Corporation, a Maryland corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.

  
Notary Public in and for the State of Texas



**SCHEDULE 1**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**




**Active Patents**

<u>Patent Number</u>	<u>Issue Date</u>	<u>Title/Status</u>	<u>Current Owner</u>
US 6,719,360	April 13, 2004	TRAILER BODY CONSTRUCTION	Travis Body & Trailer, Inc.
US 5,431,475	July 11, 1995	BODY FOR END DUMP TRAILER Patent Expires November 3, 2013	Travis Body & Trailer, Inc.

**Inactive Patents**

<u>Patent Number</u>	<u>Issue Date</u>	<u>Title/Status</u>	<u>Current Owner</u>
US 5,509,724	April 23, 1996	MULTIPLE AXLE QUARTER FRAME END DUMP TRAILER Patent Expired April 23, 2000	Travis Body & Trailer, Inc.
US 5,782,538	July 21, 1998	SWING AWAY DUMP BLOCKS FOR END DUMP TRAILERS Patent Expired August 23, 2006	Travis Body & Trailer, Inc.

**Active Trademarks**



<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark/Status</u>	<u>Current Owner</u>
US 1,885,963	March 25, 1995	TRAVIS & Design (red color claim)  International Class 12	Travis Body & Trailer, Inc.
US 1,871,213	March 3, 1995	CMC International Class 12	Travis Body & Trailer, Inc.
US 1,871,576	January 3, 1995	CMC & Design (red color claim)  International Class 37	Travis Body & Trailer, Inc.
US 1,871,212	March 3, 1995	CMC & Design (red and grey color)  International Class 12	Travis Body & Trailer, Inc.

Schedule 1 to  
Patent and Trademark Security Agreement

**TRADEMARK**  
**REEL: 005105 FRAME: 0985**

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark/Status</u>	<u>Current Owner</u>
US 3,136,677	August 29,2006	THE WAVE International Class 12	Travis Body & Trailer, Inc.
US 3,279,860	August 14,2007	TRAVIS International Class 12	Travis Body & Trailer, Inc.
US 3,258,302	July 3, 2007	SPEC-A-TRAILER International Class 35	Travis Body and Trailer, Inc.
US 4,118,638	March 27, 2012	ALUMATECH & Design  International Class 12	Travis Body and Trailer, Inc.
US 4,118,636	March 27, 2012	ALUMATECH International Class 12	Travis Body & Trailer, Inc.
US 3,744,523	February 2, 2010	VERTEX International Class 12	Travis Body & Trailer, Inc.
US 3,329,542	November 6, 2007	INTERNATIONAL CLASSIC International Class 12	Travis Body & Trailer, Inc.

#### Inactive Trademarks

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark/Status</u>	<u>Current Owner</u>
US 1,616,628	October 9, 1990	TRAVIS International Class 12 Cancelled October 20, 2001	Travis Body & Trailer, Inc.
App. No. 74/021,154	Filing Date January 22, 1990	TRAVIS & Design  International Class 12 Abandoned May 6, 1991	Travis Body & Trailer, Inc.
App. No. 76/390,190	Filing Date March 29, 2002	HARD ROCK & Design  International Class 12 Abandoned August 16, 2004	Travis Body & Trailer, Inc.