

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OX BODIES, INC.		09/30/2015	CORPORATION: ALABAMA
Tishomingo Acquisition, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Rugby Manufacturing Company		09/30/2015	CORPORATION: OREGON
Crysteel Manufacturing, Inc.		09/30/2015	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	Two Tower Center Boulevard
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3902518	OX BODIES "AS STRONG AS AN OX"
Registration Number:	4294994	OX TRAILERS "AS STRONG AS AN OX"
Registration Number:	2519215	OX BODIES INC. "AS STRONG AS AN OX"
Registration Number:	4264518	AS STRONG AS AN OX
Registration Number:	4264625	OX
Registration Number:	4271784	OX BODIES
Registration Number:	4147868	STOCKYARD
Serial Number:	85807977	ROADOX
Registration Number:	4580977	TRAIL OX
Registration Number:	1695763	RUGBY
Registration Number:	2396606	EZ - LATCH
Serial Number:	85627860	RUGBY WILDCAT RANCHER
Registration Number:	1246869	
Registration Number:	4288884	J-CRAFT J
Registration Number:	4767270	CRYSTEEL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1408397	FIVE-YARD TIPPER
Registration Number:	4330889	J-CRAFT
Registration Number:	1565805	ROLLER-COMBO
Registration Number:	1408398	TEN-YARD TIPPER
Registration Number:	4426475	ALUMAX
Registration Number:	2338485	DURACCLASS

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: John Salvage

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	John Salvage
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/14/2015

Total Attachments: 8

- source=Trademark Security agreement to be filed with USPTO#page1.tif
- source=Trademark Security agreement to be filed with USPTO#page2.tif
- source=Trademark Security agreement to be filed with USPTO#page3.tif
- source=Trademark Security agreement to be filed with USPTO#page4.tif
- source=Trademark Security agreement to be filed with USPTO#page5.tif
- source=Trademark Security agreement to be filed with USPTO#page6.tif
- source=Trademark Security agreement to be filed with USPTO#page7.tif
- source=Trademark Security agreement to be filed with USPTO#page8.tif

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): OX BODIES, INC.		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Alabama</u> <input type="checkbox"/> Other _____		Name: <u>PNC Bank National Association, as Agent</u> Internal Address: _____ Street Address: <u>Two Tower Center Boulevard</u> City: <u>East Brunswick</u> State: <u>New Jersey</u> Country: <u>USA</u> Zip: <u>08816</u>		
Citizenship (see guidelines) _____		<input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____		
Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)		
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>September 30, 2015</u>				
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____				
4. Application number(s) or registration number(s) and identification or description of the Trademark.		Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
A. Trademark Application No.(s) See Schedule I attached		B. Trademark Registration No.(s) See Schedule I attached		
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>John Salvage</u> Internal Address: <u>CT Corporation</u> Street Address: <u>4400 Easton Commons Way</u> <u>Suite 125</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>614-280-3568</u> Fax Number: _____ Email Address: <u>John.Salvage@wolterskluwer.com</u>		6. Total number of applications and registrations involved: <table border="1" style="float: right;"><tr><td style="text-align: center;">21</td></tr></table>		21
21				
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed		
		8. Payment Information:		
		a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____		
9. Signature: _____ Signature		_____ Date		
_____ Leslie Kirsner Name of Person Signing		Total number of pages including cover sheet, attachments, and document: <table border="1" style="float: right;"><tr><td style="text-align: center;">8</td></tr></table>		8
8				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of the information in Item 1 (Trademark Recordation form cover sheet Ox Bodies, Inc. (conveying party #1))

Additional Conveying Parties:

1. Tishomingo Acquisition, LLC
Delaware LLC
2. Rugby Manufacturing Company
Oregon corporation
3. Crysteel Manufacturing, Inc.
Minnesota corporation

TRADEMARK SECURITY AGREEMENT dated as of September 30, 2015 (this "Agreement"), among Ox Bodies, Inc., an Alabama corporation ("Ox"), Tishomingo Acquisition, LLC, a Delaware limited liability company ("Tishomingo"), Rugby Manufacturing Company, an Oregon corporation ("Rugby") and Crysteel Manufacturing, Inc., a Minnesota corporation ("Crysteel", and together with Ox, Tishomingo and Rugby, collectively, the "Grantors", and each, a "Grantor") and PNC Bank, National Association, as agent (in such capacity, the "Agent").

Reference is made to (a) to that certain Revolving Credit and Security Agreement, dated as of September 30, 2015, (as amended, restated, amended and restated, refinanced, renewed, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GenNx TBEI Intermediate Co., a Delaware corporation ("Holdings"), TBEI Merger Sub, Inc., a Delaware corporation ("Merger Sub"), Truck Bodies & Equipment International, Inc., a Delaware corporation ("TBEI"), Ox, Rugby, Crysteel and Tishomingo (and together with Merger Sub, TBEI, Ox, Rugby and Crysteel and any other Person party thereto as a borrower, collectively, the "Borrowers", and each, a "Borrower"), the Lenders party thereto and PNC Bank, National Association, as Agent for the Lenders and the other Secured Parties and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrowers, Holdings, the other grantors from time to time party thereto and Agent. The Lenders have agreed to make Advances, issue Letters of Credit and extend credit to Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make Advances, issue Letters of Credit and as consideration for any Advances previously made and/or Letters of Credits issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to Agent herein is granted in furtherance, and not in limitation, of the security interests granted to Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

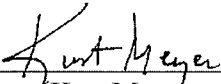
SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

OX BODIES, INC.
TISHOMINGO ACQUISITION, LLC
RUGBY MANUFACTURING COMPANY
CRYTEEL MANUFACTURING, INC.,
each as a Grantor

By: 
Name: Kurt Meyer
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005644 FRAME: 0765

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Basem Pharaon
Name: Basem Pharaon
Title: Senior Vice President




Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005644 FRAME: 0766


TRADEMARK COLLATERAL

Owned Trademarks



Ox Bodies

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date
 OX BODIES "AS STRONG AS AN OX" – Stylized and Design	US	77/700040	3/26/2009	3902518	1/11/2011
 OX TRAILERS "AS STRONG AS AN OX" – Stylized and Design	US	85/628889	5/18/2012	4294994	2/26/2013
 OX BODIES INC. "AS STRONG AS AN OX" - Stylized and Design	US	75/825669	10/18/1999	2519215	12/18/2001
AS STRONG AS AN OX	US	85/623940	5/13/2012	4264518	12/25/2012
OX	US	85/628894	5/18/2012	4264625	12/25/2012
OX BODIES	US	85/628891	5/18/2012	4271784	1/8/2013
STOCKYARD	US	85/359138	6/29/2011	4147868	5/22/2012
ROADOX	US	85/807977	12/20/2012		
TRAIL OX	US	85/807972	12/20/2012	4580977	8/5/2014

Rugby

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date
 Rugby Stylized	US	73/718552	3/24/1988	1695763	6/23/1992
EZ - LATCH	US	75/674431	4/5/1999	2396606	10/17/2000
RUGBY WILDCAT RANCHER	US	85/627860	5/17/2012		

Crysteel

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date
 Design Only	US	73/36306 1	5/5/198 2	1246869	8/2/1983
 J-CRAFT J - Stylized and Design	US	85/66217 1	6/26/20 12	4288884	2/12/201 3
CRYSTEEL	US	86/30475 3	6/9/201 4	4767270	7/7/2015
FIVE-YARD TIPPER	US	73/58345 7	2/18/19 86	1408397	9/9/1986
J-CRAFT	US	85/66216 9	6/26/20 12	4330889	5/7/2013
ROLLER-COMBO	US	73/79085 2	4/3/198 9	1565805	11/14/19 89
TEN-YARD TIPPER	US	73/58345 8	2/18/19 86	1408398	9/9/1986

Tishomingo

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date
ALUMAX	US	85/691921	7/31/201 2	4426475	10/29/2013
DURACCLASS	US	75/708533	5/18/199 9	2338485	4/4/2000