

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

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:	Brightwood Loan Services LLC,
Street Address:	1540 BROADWAY
Internal Address:	23RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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
Registration Number:	4580977	TRAIL OX
Registration Number:	1695763	RUGBY
Registration Number:	2396606	EZ - LATCH
Registration Number:	1246869	
Registration Number:	4288884	J-CRAFT J
Registration Number:	4767270	CRYSTEEL
Registration Number:	1408397	FIVE-YARD TIPPER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4330889	J-CRAFT
Registration Number:	1565805	ROLLER-COMBO
Registration Number:	1408398	TEN-YARD TIPPER
Registration Number:	4426475	ALUMAX
Registration Number:	2338485	DURACCLASS
Serial Number:	85807977	ROADOX
Serial Number:	85627860	RUGBY WILDCAT RANCHER

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: 2125305178

Email: lkass@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 1: 28 Liberty Street

Address Line 2: c/o Lawrence Kass

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	41872.00700
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	11/18/2015

Total Attachments: 7

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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, each a “Grantor”, collectively, the “Grantors”) and Brightwood Loan Services LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) to the Credit Agreement dated as of September 30, 2015, (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TBEI Merger Sub, Inc., a Delaware corporation (“Merger Sub”), and following the consummation of the TBEI Acquisition (as defined in the Credit Agreement), Truck Bodies & Equipment International, Inc., a Delaware corporation (a successor by merger to Merger Sub), as borrower (the “Borrower”), GenNx TBEI Intermediate Co., a Delaware corporation (“Holdings”), the Lenders party thereto and Brightwood Loan Services LLC, as Administrative Agent and Collateral Agent for the Lenders and the other Secured Parties and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, Holdings, Ox Bodies, Inc., an Alabama corporation, Rugby Manufacturing Company, an Oregon corporation, Crysteel Manufacturing, Inc., a Minnesota corporation, Tishomingo Acquisition, LLC, a Delaware corporation, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and as consideration for Loans previously made. 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 Secured Obligations, each Grantor hereby grants to the Collateral 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 the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 the Collateral 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 day and year first above written.

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

By: Kurt Meyer
Name: Kurt Meyer
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005671 FRAME: 0657

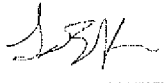
BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent

By: 
Name: Damien Dwin
Title: Authorized Person

By: _____
Name: Tracie Ahern
Title: Chief Operating Officer and
Chief Financial Officer

BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent




By: _____
Name: Damien Dwin
Title: Authorized Person

By:  _____
Name: Tracie Ahern
Title: Chief Operating Officer and
Chief Financial Officer


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	73/363061	5/5/1982	1246869	8/2/1983
 J-CRAFT J - Stylized and Design	US	85/662171	6/26/2012	4288884	2/12/2013
CRYSTEEL	US	86/304753	6/9/2014	4767270	7/7/2015
FIVE-YARD TIPPER	US	73/583457	2/18/1986	1408397	9/9/1986
J-CRAFT	US	85/662169	6/26/2012	4330889	5/7/2013
ROLLER-COMBO	US	73/790852	4/3/1989	1565805	11/14/1989
TEN-YARD TIPPER	US	73/583458	2/18/1986	1408398	9/9/1986

Tishomingo

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date
ALUMAX	US	85/691921	7/31/2012	4426475	10/29/2013
DURACCLASS	US	75/708533	5/18/1999	2338485	4/4/2000