

900375874 08/24/2016

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM396194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carry-on Trailer, Inc.		08/24/2016	Corporation: VIRGINIA
PJ Trailers Manufacturing, Inc.		08/24/2016	Corporation: TEXAS
RC Trailers, Inc.		08/24/2016	Corporation: DELAWARE
Big Tex Trailer Manufacturing, Inc.		08/24/2016	Corporation: TEXAS
TexTrail, Inc.		08/24/2016	Corporation: TEXAS
Contract Manufacturer, L.L.C.		08/24/2016	OKLAHOMA
Circle J Trailers, Inc.		08/24/2016	Corporation: DELAWARE

L.L.C.

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent
<b>Street Address:</b>	30 Hudson Street, 4th Floor
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	Chartered Bank: NEW YORK

**PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	4426279	A TRAILER IN EVERY DRIVEWAY
Registration Number:	3150593	CARRY-ON TRAILER CARGO
Registration Number:	3167545	CARRY-ON TRAILER CARGO
Registration Number:	2986859	CARRY-ON TRAILER CORPORATION
Registration Number:	2947391	CARRY-ON TRAILER CORPORATION
Registration Number:	3704630	GREAT TIMBER TRAILERS
Registration Number:	3138729	HITCHPACKER
Registration Number:	3684507	MOSS CREEK TRAILERS
Serial Number:	87016701	MONSTER JACKS
Serial Number:	87016738	MONSTER JACKS
Registration Number:	4617716	MONSTER RAMPS
Registration Number:	4609347	PJ
Registration Number:	4620239	PJ TRAILERS

CH \$1115.00 4426279

Property Type	Number	Word Mark
Registration Number:	4616851	PJ TRAILERS
Registration Number:	4620248	POWER TAIL
Serial Number:	87018080	READY-RAIL
Serial Number:	87120175	MTI MIDDLEBURY TRAILERS .COM
Serial Number:	87120189	RC TRAILERS
Serial Number:	87120201	RC TRAILERS
Registration Number:	2105020	BIG TEX
Registration Number:	2105019	
Registration Number:	3827486	ALL PRO TRAILERS
Registration Number:	4008805	BIG TEX TRAILERS
Registration Number:	3760241	CIRCLE J
Registration Number:	3746226	
Registration Number:	3746224	J
Registration Number:	3373910	CM TRAILERS
Registration Number:	4624305	CM TRUCK BEDS
Registration Number:	3751072	CM TRUCK BEDS
Registration Number:	3575751	S & H
Registration Number:	3618278	T TRUCK TACK
Registration Number:	4582102	TEXAN CARGO.COM
Registration Number:	3821107	CARGO MATE
Registration Number:	4613487	CM TRAILERS
Registration Number:	4613899	CM TRAILERS
Registration Number:	2004293	CM TRAILERS
Registration Number:	2758983	DURANEAL
Registration Number:	3989369	TEXTRAIL TRAILER PARTS
Serial Number:	86878615	TRAILER TOUGH COMMERCIAL GRADE PRODUCTS
Serial Number:	86949056	UNITED TRAILER PARTS
Serial Number:	86949087	UNITED TRAILER PARTS
Serial Number:	86893440	TRAILER PARTS ENTERPRISE
Serial Number:	86893535	TRAILER PARTS ENTERPRISE
Serial Number:	86878581	TRAILER TOUGH COMMERCIAL GRADE PRODUCTS

**CORRESPONDENCE DATA**

Fax Number: 2123037064

*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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

**TRADEMARK**

**REEL: 005866 FRAME: 0559**

**Address Line 2:** 28th Floor  
**Address Line 4:** New York, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 94111.00004 (ABL)

**NAME OF SUBMITTER:** Christine Dionne

**SIGNATURE:** /Christine Dionne/

**DATE SIGNED:** 08/24/2016

**Total Attachments: 11**

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GRANT OF  
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 24, 2016 (this "Agreement"), is made by the grantors listed on Schedule B herein (each a "Grantor" and collectively the "Grantors"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to that certain ABL Credit Agreement, dated as of August 24, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCD Holdings, Inc., a Delaware corporation, BCD Acquisition, Inc., a Delaware corporation (the "Borrower"), the Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto, Goldman Sachs Bank USA, as the Administrative Agent, the Collateral Agent, and an Issuing Bank and Wells Fargo Bank, National Association, as an Issuing Bank.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender, and Issuing Banks to make their respective Credit Extensions to Holdings, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower, and/or the Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by the Grantors, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantors' "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office,

whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Agreement.

5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

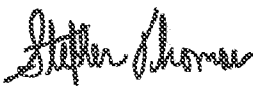
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

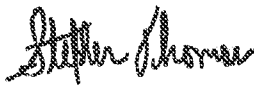
[Signature pages follow]

IN WITNESS WHEREOF, 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.

CARRY-ON TRAILER, INC.,  
as a Grantor

By:   
Name: Stephen Thomas  
Title: Treasurer

PJ TRAILERS MANUFACTURING, INC.,  
as a Grantor

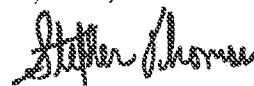
By:   
Name: Stephen Thomas  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

RC TRAILERS, INC.,

as a Grantor

By:



Name: Stephen Thomas

Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005866 FRAME: 0564

**BIG TEX TRAILER MANUFACTURING, INC.,**  
as a Grantor

By: \_\_\_\_\_

Name: Curt Howell

Title: Chief Executive Officer

**TEXTRAIL, INC.,**  
as a Grantor

By: \_\_\_\_\_

Name: Curt Howell

Title: Treasurer

**CONTRACT MANUFACTURER, L.L.C.,**  
as a Grantor

By: \_\_\_\_\_

Name: Curt Howell

Title: President

**CIRCLE J TRAILERS, INC.,**  
as a Grantor

By: \_\_\_\_\_

Name: Curt Howell

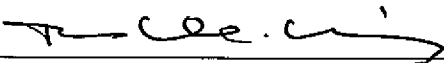
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005866 FRAME: 0565**



**GOLDMAN SACHS BANK USA,**  
as the Collateral Agent

By: 

Name:

Title:

**Thomas M. Manning**  
**Authorized Signatory**

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005866 FRAME: 0566**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Carry-On Trailer, Inc.	85637039	4426279	A TRAILER IN EVERY DRIVEWAY
Carry-On Trailer, Inc.	78583679	3150593	CARRY-ON TRAILER CARGO & Design
Carry-On Trailer, Inc.	78583744	3167545	CARRY-ON TRAILER CARGO & Design
Carry-On Trailer, Inc.	76549053	2986859	CARRY-ON TRAILER CORPORATION & Design
Carry-On Trailer, Inc.	76549054	2947391	CARRY-ON TRAILER CORPORATION & Design
Carry-On Trailer, Inc.	77667900	3704630	GREAT TIMBER TRAILERS
Carry-On Trailer, Inc.	78711958	3138729	HITCHPACKER
Carry-On Trailer, Inc.	78712010	3684507	MOSS CREEK TRAILERS
PJ Trailers Manufacturing, Inc. (Texas)	87016701	N/A	MONSTER JACKS (Stylized)
PJ Trailers Manufacturing, Inc. (Texas)	87016738	N/A	MONSTER JACKS (Stylized)
PJ Trailers Manufacturing, Inc. (Texas)	86270486	4617716	MONSTER RAMPS (Stylized)

PJ Trailers Manufacturing, Inc. (Texas)	86196718	4609347	PJ (Stylized)
PJ Trailers Manufacturing, Inc. (Texas)	86195748	4620239	PJ TRAILERS
PJ Trailers Manufacturing, Inc. (Texas)	86196801	4616851	PJ TRAILERS & Design
PJ Trailers Manufacturing, Inc. (Texas)	86196196	4620248	POWER TAIL & Design
PJ Trailers Manufacturing, Inc. (Texas)	87018080	N/A	READY-RAIL (Stylized)
RC Trailers, Inc.	87120175	N/A	MTI MIDDLEBURY TRAILERS.COM & Design
RC Trailers, Inc.	87120189	N/A	RC TRAILERS
RC Trailers, Inc.	87120201	N/A	RC TRAILERS & Design
Big Tex Trailer Manufacturing, Inc.	75140040	2105020	BIG TEX
Big Tex Trailer Manufacturing, Inc.	75139614	2105019	DESIGN ONLY
Big Tex Trailer World, Inc.	77888903	3827486	ALL PRO TRAILERS
Bix Tex Trailer Manufacturing, Inc.	85172321	4008805	BIG TEX TRAILERS & DESIGN
Circle J Trailers, Inc.	77726849	3760241	CIRCLE J & DESIGN
Circle J Trailers, Inc.	77726878	3746226	DESIGN ONLY

[Grant of Security Interest in Trademark]

**TRADEMARK**  
**REEL: 005866 FRAME: 0568**

Circle J Trailers, Inc.	77726813	3746224	J & DESIGN
Contract Manufacturer, L.L.C.	78644260	3373910	CM TRAILERS & DESIGN
Contract Manufacturer, L.L.C.	86213656	4624305	CM TRUCK BEDS
Contract Manufacturer, L.L.C.	77413357	3751072	CM TRUCK BEDS IN STYLIZED LETTERS
Contract Manufacturer, L.L.C.	77516280	3575751	S&H & DESIGN
Contract Manufacturer, L.L.C.	77410320	3618278	T TRUCK TACK & DESIGN
Contract Manufacturer, L.L.C.	86213716	4582102	TEXAN CARGO .COM & DESIGN
Contract Manufacturer, LLC	77883226	3821107	CARGO MATE
Contract Manufacturer, LLC	86207425	4613487	CM TRAILERS
Contract Manufacturer, LLC	86228470	4613899	CM TRAILERS & DESIGN
Contract Manufacturer, LLC	74732218	2004293	CM TRAILERS & DESIGN
Contract Manufacturer, LLC	78169624	2758983	DURANEAL
TexTrail, Inc.	85172387	3989369	TEXTRAIL TRAILER PARTS & DESIGN
TexTrail, Inc.	86893440	N/A	TRAILER PARTS ENTERPRISE
TexTrail, Inc.	86893535	N/A	TRAILER PARTS ENTERPRISE & DESIGN
TexTrail, Inc.	86878581	N/A	TRAILER TOUGH COMMERCIAL GRADE PRODUCTS

[Grant of Security Interest in Trademark]

TexTrail, Inc.	86878615	N/A	TRAILER TOUGH COMMERCIAL GRADE PRODUCTS & DESIGN
TexTrail, Inc.	86949056	N/A	UNITED TRAILER PARTS
TexTrail, Inc.	86949087	N/A	UNITED TRAILER PARTS & Design

[Grant of Security Interest in Trademark]

**SCHEDULE B**

**Grantors**

1. RC Trailers, Inc., a Delaware corporation
2. Big Tex Trailer Manufacturing, Inc., a Texas corporation
3. Big Tex Trailer World, Inc., a Texas corporation
4. TexTrail, Inc., a Texas corporation
5. PJ Trailers Manufacturing, Inc., a Texas corporation
6. Circle J Trailers, Inc., an Idaho corporation
7. Contract Manufacturer, LLC, an Oklahoma limited liability company
8. Carry-On Trailer, Inc., a Virginia corporation

[Grant of Security Interest in Trademark]