

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432489

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900408932		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		06/02/2017	association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rugby Manufacturing Company		
Street Address:	Five Centerpointe Drive		
Internal Address:	Suite 100		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97035		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1695763	RUGBY	
Registration Number:	2396606	EZ - LATCH	
Serial Number:	85627860	RUGBY WILDCAT RANCHER	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>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.</i>			
Phone:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Matthew J. Himich		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	41111-164347		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	06/26/2017		

Total Attachments: 6

source=Resubmission PNC to Rugby#page1.tif

source=Resubmission PNC to Rugby#page2.tif

source=Resubmission PNC to Rugby#page3.tif

source=Resubmission PNC to Rugby#page4.tif

source=Resubmission PNC to Rugby#page5.tif

source=Resubmission PNC to Rugby#page6.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		06/02/2017	association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rugby Manufacturing Company		
Street Address:	Five Centerpointe Drive		
Internal Address:	Suite 100		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97035		
Entity Type:	Corporation: OREGON		
Name:	Rugby Manufacturing Company		
Street Address:	Five Centerpointe Drive		
Internal Address:	Suite 100		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97035		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1695763	RUGBY	
Registration Number:	2396606	EZ - LATCH	
Serial Number:	85627860	RUGBY WILDCAT RANCHER	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>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.</i>			
Phone:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Matthew J. Himich		
Address Line 1:	One US Bank Plaza		

CH \$90.00 1695763

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of June 2, 2017, by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (in such capacity, the "Agent"), in favor of **RUGBY MANUFACTURING COMPANY**, an Oregon corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Collateral Agreement (defined below).

WITNESSETH:

WHEREAS, reference is made to that that certain Revolving Credit and Security Agreement, dated as of September 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GenNx/TBEI Intermediate Co., a Delaware corporation ("Holdings"), Truck Bodies & Equipment International, Inc., a Delaware corporation (as successor by merger to TBEI Merger Sub, Inc., a corporation incorporated under the laws of the State of Delaware) ("TBEI"), Crysteel Manufacturing, Inc., a Minnesota corporation ("Crysteel"), Travis Body and Trailer, Inc., a Texas corporation ("TBTI"), Ox Bodies, Inc., an Alabama corporation ("Ox Bodies"), Tishomingo Acquisition, LLC, a Delaware limited liability company ("Tishomingo"), Travis Acquisition LLC, a Delaware limited liability company ("Travis Acquisition"), Travis Leasing LLC, a Delaware limited liability company ("Travis Leasing"), TBT Holding Company, Inc., a Delaware corporation ("TBT Holdings"), Grantor, Travis Enterprises, Inc., a Texas corporation ("Travis Enterprises" and together with TBEI, Crysteel, TBTI, Ox Bodies, Tishomingo, Travis Acquisition, Travis Leasing, TBT Holdings and Travis Enterprises, collectively, the "Borrowers", and each, a "Borrower"), TBT Land Holdings, LLC, a Texas limited liability company ("TBT Land"), the Guarantors party thereto, the Lenders party thereto and PNC Bank, National Association ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") 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 Borrowers, the Guarantors, the other grantors from time to time party thereto and the Agent;

WHEREAS, Grantor pursuant to the Collateral Agreement executed and delivered that certain Trademark Security Agreement, dated as of September 30, 2015 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the United States trademark registrations and trademark applications listed on Schedule A attached hereto ("Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5644, Frame 0759 on October 14, 2015;

WHEREAS, the Agent acknowledges Payment in Full (as defined in the Credit Agreement) and accordingly has agreed to release the collateral pledge, grant, assignment, lien and security interest in and to the Trademark Collateral, and to re-convey any and all rights in the Trademark Collateral to the Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, without representation, warranty or recourse of any kind, (i) releases, relinquishes and discharges, with respect to the Grantor, all of its collateral pledge, grant, assignment, lien and security interest in and to all of the Grantor's right, title, and interest in, to and under the Trademark Collateral, (ii) terminates the Trademark Security Agreement, and (iii) re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral.

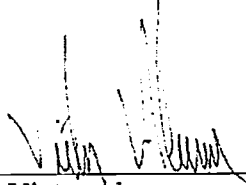
The Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Release with the United States Patent and Trademark Office. The Agent agrees, upon the reasonable request of the Grantor and at the Grantor's sole cost and expense, to execute and deliver to the Grantor all other instruments and other documents as may be reasonably necessary to release the security interest in the Trademark Collateral which had been granted under the Trademark Security Agreement.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized representatives as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____

Name: Victor Alarcon

Title: Senior Vice President

Accepted and Agreed as of the date first written above:

RUGBY MANUFACTURING COMPANY, as Grantor

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

SCHEDULE A

Trademark Collateral

MARK	Application Number	Filing Date	Registration Number	Registration Date
Rugby Rugby Stylized	73/718552	3/24/1988	1695763	6/23/1992
EZ - LATCH	75/674431	4/5/1999	2396606	10/17/2000
RUGBY WILDCAT RANCHER	85/627860	5/17/2012		

Schedule A