

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement Supplement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.R.E. ACCESSORIES, LLC		06/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, Administrative Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5470691	RIVAL	
Registration Number:	5460049	SWINGSAFE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0771		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/08/2019		
Total Attachments: 8			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of June 7, 2019 (this "Trademark Security Agreement Supplement"), among TRUCK HERO, INC., a Delaware corporation, LAURMARK ENTERPRISES, INC., a Texas corporation, TRUXEDO, INC., a Delaware corporation, UNDERCOVER, INC., a Delaware corporation, A.R.E. ACCESSORIES, LLC, a Delaware limited liability company, N-FAB, INC., a Texas corporation, OMIX-ADA, INC., a Georgia corporation, THI E-COMMERCE, LLC, a Delaware limited liability company, TECTUM HOLDINGS INC., a Delaware corporation, HUSKY LINERS, INC., a Delaware corporation, RETRAX HOLDINGS, LLC, a Delaware limited liability company, and SUPERLIFT, LLC, a Delaware limited liability company (each, a "Grantor") and JEFFERIES FINANCE LLC, ("Jefferies") as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Truck Hero, Inc., a Delaware corporation (as survivor of the Merger (as defined in the Second Lien Credit Agreement) with Truck Merger Sub Inc.) (the "Borrower"), Truck Acquisition Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto including, the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the other grantors thereto, the Lenders (as defined in the Second Lien Credit Agreement) from time to time party thereto and the Administrative Agent.

The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the such Grantor and regardless of where located (collectively, the "Additional Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims

and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Additional Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

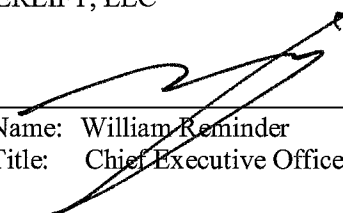
SECTION 5. *Counterparts.* This Trademark Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

TRUCKHERO, INC.
LAURMARK ENTERPRISES, INC.
TRUXEDO, INC.
UNDERCOVER, INC.
A.R.E. ACCESSORIES, LLC
N-FAB, INC.
OMIX-ADA, INC.
THI E-COMMERCE, LLC
TECTUM HOLDINGS INC.
HUSKY LINERS, INC.
RETRAX HOLDINGS, LLC
SUPERLIFT, LLC

By: _____


Name: William Reminder
Title: Chief Executive Officer

JEFFERIES FINANCE LLC
as Administrative Agent



By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement Supplement]

TRADEMARK
REEL: 006687 FRAME: 0451

SCHEDULE I


TRADEMARKS



Trademark	Registration Number	Registration Date	Registered Owner
REVOLVER	5618580	27-NOV-2018	Laurmark Enterprises, Inc. d/b/a BAK Industries
TRUCK LIKE A HERO	5503935	26-JUN-2018	Truck Hero, Inc.
TRUCK HERO 	5693692	5-MAR-2019	Truck Hero, Inc.
TRUCK HERO 	5598612	6-NOV-2018	Truck Hero, Inc.
TRUCK HERO 	5598611	6-NOV-2018	Truck Hero, Inc.
TRUCK HERO 	5388556	23-JAN-2018	Truck Hero, Inc.
TRUCK HERO	5675643	12-FEB-2019	Truck Hero, Inc.
TRUCK HERO	5347084	28-NOV-2017	Truck Hero, Inc.
	5278440	29-AUG-2017	TruXedo, Inc.
RIDGELANDER	5397565	06-FEB-2018	Undercover, Inc.
UNDERCOVER	5397611	06-FEB-2018	Undercover, Inc.

Trademark	Registration Number	Registration Date	Registered Owner
RIVAL	5470691	15-MAY-2018	A.R.E. Accessories, LLC
SWINGSAFE	5460049	01-MAY-2018	A.R.E. Accessories, LLC
N-FAB 	5405195	20-FEB-2018	N-Fab, Inc.
N-FAB	5405194	20-FEB-2018	N-Fab, Inc.
OMIX-ADA	2655373	03-DEC-2002	Omix-ADA, Inc.
IONIC	5650915	08-JAN-2019	THI E-Commerce, LLC
IONIC	5486578	05-JUN-2018	THI E-Commerce, LLC

Trademark	Registration Number	Registration Date	Registered Owner
GATOR	5485380	05-JUN-2018	THI E-Commerce, LLC

TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Registered Owner
REALAUTO	87/291,044 ITU	05-JAN-2017	THI E-Commerce, LLC
OFFROAD HERO	87/365,661 ITU	16-MAR-2016	Truck Hero, Inc.
SUV HERO	87/365,670 ITU	16-MAR-2016	Truck Hero, Inc.
	87/211,522 ITU	21-OCT-2016A	Truck Hero, Inc.
VAN HERO	87365668 ITU	9-MAR-2017	Truck Hero, Inc.
HAVOC	87516758	7/5/2017	Tectum Holdings Inc.
VAN HERO	86/941,741 ITU	16-MAR-2016	Truck Hero, Inc.

Trademark	Application Number	Application Date	Registered Owner
MOGO	88228947 ITU	13-DEC-2018	Husky Liners, Inc.
MOGO AUTOMATS	88228943	13-DEC-2018	Husky Liners, Inc.
HUSKY	87593354 ITU	01-SEP-2017	Husky Liners, Inc.
TRAX RAIL	88141996 ITU	03-OCT-2018	Retrax Holdings, LLC
RR RUGGED RIDGE 	88285136 ITU	31-JAN-2019	Omix-ADA, Inc.
VENATOR	88326790 ITU	05-MAR-2019	Omix-ADA, Inc.
SUPERLIFT SUSPENSION 	87906324 ITU	03-MAY-2018	Superlift, LLC