

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Administrative and Collateral Agent		01/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	A.R.E. Accessories, LLC		
Street Address:	400 Nave Road, SE		
Internal Address:	PO Box 1100		
City:	Massillon		
State/Country:	OHIO		
Postal Code:	44648		
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:	2129061216		
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:	038507-0595		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	02/02/2021		
Total Attachments: 7			

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 29, 2021 (the “Effective Date”), is made by JEFFERIES FINANCE LLC, as administrative agent and collateral agent (in such capacities, the “Agent”), in favor of 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 collectively the “Grantors”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of April 21, 2017, among the Borrower, Holdings, Grantors, the other grantors party thereto, the Lenders from time to time party thereto and the Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered a Second Lien Trademark Security Agreement Supplement, dated as of June 7, 2019 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on July 8, 2019 at Reel/Frame 6687/0348 (with respect to Laurmark Enterprises, Inc.), at Reel/Frame 6687/0338 (with respect to Truck Hero, Inc.), at Reel/Frame 6687/0386 (with respect to Truxedo, Inc.), at Reel/Frame 6687/0401 (with respect to Undecover, Inc.), at Reel/Frame 6687/0446 (with respect to A.R.E. Accessories, LLC), at Reel/Frame 6687/0475 (with respect to N-FAB, Inc.), at Reel/Frame 6687/0510 (with respect to OMIX-ADA, Inc.), at Reel/Frame 6687/0526 (with respect to THI E-Commerce, LLC), at Reel/Frame 6687/0568 (with respect to Tectum Holdings Inc.) and at Reel/Frame 6687/0601 (with respect to Husky Liners, Inc.)

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of its right, title and interest in, to and under all of the following assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of such Grantor, and regardless of where located: (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 then or thereafter 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, but excluding any Excluded Assets. (collectively, the “Trademark Collateral”); and

WHEREAS, the Agent and the Grantors acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

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 (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in and to the Trademark Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor, or any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the Effective Date.

JEFFERIES FINANCE LLC, as Administrative
Agent and Collateral Agent






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

[Signature Page – Release of Second Lien Security Interest in Trademarks]

TRADEMARK
REEL: 007177 FRAME: 0291

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	87/365668 ITU	9-MAR-2017	Truck Hero, Inc.
HAVOC	87516758	7/5/2017	Fectum 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