

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630224

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Trailer World Corp.		03/05/2021	Corporation: DELAWARE
Big Tex Trailer Manufacturing, LLC		03/05/2021	Limited Liability Company: TEXAS
Big Tex Trailer World, Inc.		03/05/2021	Corporation: TEXAS
BWISE Manufacturing, LLC		03/05/2021	Limited Liability Company: PENNSYLVANIA
Carry-On Trailer, Inc.		03/05/2021	Corporation: VIRGINIA
Circle J Trailers, Inc.		03/05/2021	Corporation: IDAHO
Contract Manufacturer, L.L.C.		03/05/2021	Limited Liability Company: OKLAHOMA
Dakota Bodies, LLC		03/05/2021	Limited Liability Company: SOUTH DAKOTA
PJ Trailers Manufacturing, Inc.		03/05/2021	Corporation: TEXAS
RC Trailers, Inc.		03/05/2021	Corporation: DELAWARE
TexTrail, Inc.		03/05/2021	Corporation: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Bank USA, as Term Loan 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>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 69

Property Type	Number	Word Mark
<b>Serial Number:</b>	87383748	ATW
<b>Serial Number:</b>	87766557	ATW
<b>Serial Number:</b>	87766565	ATW
<b>Serial Number:</b>	85172321	BIG TEX TRAILERS
<b>Serial Number:</b>	75140040	BIG TEX
<b>Serial Number:</b>	75139614	
<b>Serial Number:</b>	77888903	ALL PRO TRAILERS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88098710	COMMANDER TRAILERS
Serial Number:	88098722	COMMANDER TRAILERS
Serial Number:	88098726	COMMANDER TRAILERS
Serial Number:	88890988	TRUCKFITTERS
Serial Number:	86173514	TRUCKFITTERS
Serial Number:	87085167	TRUCKFITTERS
Serial Number:	88160452	B WISE TRAILERS
Serial Number:	75813310	BRI-MAR TRAILERS
Registration Number:	5774284	BWISE BWISE TRAILERS BRI-MAR TRAILERS MA
Serial Number:	87737187	BWISE TRAILER MALL
Serial Number:	87737177	BWISE BWISE TRAILERS BRI-MAR TRAILERS TR
Serial Number:	85637039	A TRAILER IN EVERY DRIVEWAY
Serial Number:	78583679	CARRY-ON TRAILER CARGO
Serial Number:	78583744	CARRY-ON TRAILER CARGO
Serial Number:	76549053	CARRY-ON TRAILER CORPORATION
Serial Number:	76549054	CARRY-ON TRAILER CORPORATION
Serial Number:	77667900	GREAT TIMBER TRAILERS
Serial Number:	78711958	HITCHPACKER
Serial Number:	78712010	MOSS CREEK TRAILERS
Serial Number:	77726849	CIRCLE J
Serial Number:	77726878	
Serial Number:	77726813	J
Serial Number:	78644260	CM TRAILERS
Serial Number:	86213656	CM TRUCK BEDS
Serial Number:	77413357	CM TRUCK BEDS
Serial Number:	88691390	ORANGE LINE TRAILERS
Serial Number:	88691392	ORANGE LINE TRAILERS
Serial Number:	88691400	ORANGELINE
Serial Number:	77516280	S & H
Serial Number:	77410320	T TRUCK TACK
Serial Number:	86213716	TEXAN CARGO.COM
Serial Number:	87790022	TRUCK TACK
Serial Number:	77883226	CARGO MATE
Serial Number:	86207425	CM TRAILERS
Serial Number:	86228470	CM TRAILERS
Serial Number:	74732218	CM TRAILERS
Serial Number:	78169624	DURANEAL
Serial Number:	90407805	CUSTOM IS OUR STANDARD

Property Type	Number	Word Mark
Serial Number:	90407768	DAKOTA BODIES
Serial Number:	90407780	DAKOTA BODIES
Serial Number:	90407797	DAKOTA BODIES
Serial Number:	87354777	ROLLSTER
Serial Number:	87354783	ROLLSTER BY PJ TRAILERS
Serial Number:	87016701	MONSTER JACKS
Serial Number:	87016738	MONSTER JACKS
Serial Number:	86270486	MONSTER RAMPS
Serial Number:	86196718	PJ
Serial Number:	86195748	PJ TRAILERS
Serial Number:	86196801	PJ TRAILERS
Serial Number:	86196196	POWER TAIL
Serial Number:	87018080	READY-RAIL
Serial Number:	87120175	MTI MIDDLEBURY TRAILERS .COM
Serial Number:	87120189	RC TRAILERS
Serial Number:	87120201	RC TRAILERS
Serial Number:	90053901	PARTSPRO+PLUS
Serial Number:	88017601	TEXTRAIL TRAILER PARTS
Serial Number:	85172387	TEXTRAIL TRAILER PARTS
Serial Number:	88017376	TEXTRAIL TRAILER PARTS
Serial Number:	88017386	TEXTRAIL TRAILER PARTS
Serial Number:	86878581	TRAILER TOUGH COMMERCIAL GRADE
Serial Number:	86949056	UNITED TRAILER PARTS
Serial Number:	86949087	UNITED TRAILER PARTS

**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:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** c/o Paul Hastings LLP  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Alana Gramer
<b>SIGNATURE:</b>	/s/ Alana Gramer
<b>DATE SIGNED:</b>	03/05/2021

**Total Attachments: 10**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of March 5, 2021 (this "Agreement"), is made by American Trailer World Corp., a Delaware corporation (the "Borrower"), Big Tex Trailer Manufacturing, LLC, a Texas limited liability company, Big Tex Trailer World, Inc., a Texas corporation, BWISE Manufacturing, LLC, a Pennsylvania limited liability company, Carry-On Trailer, Inc., a Virginia corporation, Circle J Trailers, Inc., an Idaho corporation, Contract Manufacturer, L.L.C., an Oklahoma limited liability company, Dakota Bodies, LLC, a South Dakota limited liability company, PJ Trailers Manufacturing, Inc., a Texas corporation, RC Trailers, Inc., a Delaware company, and TexTrail, Inc., a Texas corporation (each a "Grantor"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the First Lien Credit Agreement, dated as of March 5, 2021 (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 ("Holdings"), Borrower, the Lenders from time to time party thereto, GOLDMAN SACHS BANK USA, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of March 5, 2021 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"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has 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 and the Letter of Credit Issuers to make their respective Extensions of Credit to Holdings, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees 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, each 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 each Grantor, 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 each Grantor's "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 each Grantor for the purpose of recording the grant of security interest 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 Grant of Security Interest in Trademarks.

5. Acknowledgment. Each Grantor does 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.

AMERICAN TRAILER WORLD CORP.,  
as a Grantor

By: *Pramod Raju*  
Name: Pramod Raju  
Title: Chief Financial Officer

BIG TEX TRAILER MANUFACTURING, LLLC,  
BIG TEX TRAILER WORLD, INC.,  
BWISE MANUFACTURING, LLC,  
CARRY-ON TRAILER, INC.,  
CIRCLE J TRAILERS, INC.,  
CONTRACT MANUFACTURER, L.L.C.,  
DAKOTA BODIES, LLC,  
PJ TRAILERS MANUFACTURING, INC.,  
RC TRAILERS, INC.,  
TEXTRAIL, INC.,  
each as a Grantor

By: *Pramod Raju*  
Name: Pramod Raju  
Title: Treasurer

[Grant of Security Interest in Trademark]

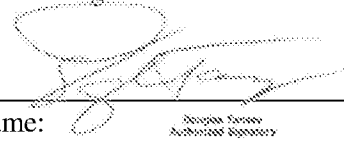
**TRADEMARK**  
**REEL: 007213 FRAME: 0577**

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

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

Name:

Title:



Stephen Sacco  
Authorized Signatory



**SCHEDULE A**

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

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
American Trailer World Corp.	87/383748	5429782	ATW
American Trailer World Corp.	87/766557	5545833	ATW and Design
American Trailer World Corp.	87/766565	5545835	ATW and Design
Big Tex Trailer Manufacturing, LLC	85/172321	4008805	BIG TEX TRAILERS (Stylized)
Big Tex Trailer Manufacturing, LLC	75/140040	2105020	BIG TEX
Big Tex Trailer Manufacturing, LLC	75/139614	2105019	Design (Outline of Texas with Steer Head)
Big Tex Trailer World, Inc.	77/888903	3827486	ALL PRO TRAILERS
Big Tex Trailer World, Inc.	88/098710	5744333	COMMANDER TRAILERS
Big Tex Trailer World, Inc.	88/098722	5744334	COMMANDER TRAILERS and Design
Big Tex Trailer World, Inc.	88/098726	5744335	COMMANDER TRAILERS and Design
Big Tex Trailer World, Inc.	88/890988	6195059	TRUCKFITTE RS
Big Tex Trailer World, Inc.	86/173514	4766100	TRUCKFITTE RS
Big Tex Trailer World, Inc.	87/085167	5347993	TRUCKFITTE RS (Stylized)

BWISE Manufacturing, LLC	88/160452	5774285	B BWISE TRAILERS and Design
BWISE Manufacturing, LLC	75/813310	2366514	BRI-MAR TRAILERS and Design
BWISE Manufacturing, LLC	88/16030	5774284	BWISE MAKE THE WISE CHOICE and Design
BWISE Manufacturing, LLC	87/737187	5534877	BWISE TRAILER MALL
BWISE Manufacturing, LLC	87/737177	5534876	BWISE TRAILER MALL and Design
Carry-On Trailer, Inc.	85/637039	4426279	A TRAILER IN EVERY DRIVEWAY
Carry-On Trailer, Inc.	78/583679	3150593	CARRY-ON TRAILER CARGO and Design
Carry-On Trailer, Inc.	78/583744	3167545	CARRY-ON TRAILER CARGO and Design
Carry-On Trailer, Inc.	76/549053	2986859	CARRY-ON TRAILER CORPORATION and Design
Carry-On Trailer, Inc.	76/549054	2947391	CARRY-ON TRAILER CORPORATION and Design
Carry-On Trailer, Inc.	77/667900	3704630	GREAT TIMBER TRAILERS
Carry-On Trailer, Inc.	78/711958	3138729	HITCHPACKER

Carry-On Trailer, Inc.	78/712010	3684507	MOSS CREEK TRAILERS
Circle J Trailers, Inc.	77/726849	3760241	CIRCLE J and Design
Circle J Trailers, Inc.	77/726878	3746226	Design (Running Horses)
Circle J Trailers, Inc.	77/726813	3746224	J and Design
Contract Manufacturer, L.L.C.	78/644260	3373910	CM TRAILERS and Design
Contract Manufacturer, L.L.C.	86/213656	4624305	CM TRUCK BEDS
Contract Manufacturer, L.L.C.	77/413357	3751072	CM TRUCK BEDS (Stylized)
Contract Manufacturer, L.L.C.	88/691390	6074867	ORANGE LINE TRAILERS
Contract Manufacturer, L.L.C.	88/691392	6074868	ORANGE LINE TRAILERS and Design
Contract Manufacturer, L.L.C.	88/691400	6074869	ORANGELINE
Contract Manufacturer, L.L.C.	77/516280	3575751	S&H and Design
Contract Manufacturer, L.L.C.	77/410320	3618278	T TRUCK TACK and Design
Contract Manufacturer, L.L.C.	86213716	4582102	TEXAN CARGO.COM and Design
Contract Manufacturer, L.L.C.	87/790022	5741029	TRUCK TACK
Contract Manufacturer, LLC	77/883226	3821107	CARGO MATE
Contract Manufacturer, LLC	86207425	4613487	CM TRAILERS

Contract Manufacturer, LLC	86/228470	4613899	CM TRAILERS and Design
Contract Manufacturer, LLC	74/732218	2004293	CM TRAILERS and Design
Contract Manufacturer, LLC	78/169624	2758983	DURANEAL
Dakota Bodies, LLC	90/407805	N/A	CUSTOM IS OUR STANDARD
Dakota Bodies, LLC	90/407768	N/A	DAKOTA BODIES
Dakota Bodies, LLC	90/407780	N/A	DAKOTA BODIES and Design
Dakota Bodies, LLC	90/407797	N/A	DAKOTA BODIES and Design
PJ Trailers Manufacturing, Inc.	87/354777	5296071	ROLLSTER
PJ Trailers Manufacturing, Inc.	87/354783	5333705	ROLLSTER BY PJ TRAILERS and Design
PJ Trailers Manufacturing, Inc. (Texas)	87/016701	5267093	MONSTER JACKS (Stylized)
PJ Trailers Manufacturing, Inc. (Texas)	87016738	5267094	MONSTER JACKS (Stylized)
PJ Trailers Manufacturing, Inc. (Texas)	86/270486	4617716	MONSTER RAMPS (Stylized)
PJ Trailers Manufacturing, Inc. (Texas)	86/196718	4609347	PJ (Stylized)
PJ Trailers Manufacturing, Inc. (Texas)	86/195748	4620239	PJ TRAILERS (Stylized)

PJ Trailers Manufacturing, Inc. (Texas)	86/196801	4616851	PJ TRAILERS and Design
PJ Trailers Manufacturing, Inc. (Texas)	86/196196	4620248	POWER TAIL and Design
PJ Trailers Manufacturing, Inc. (Texas)	87/018080	5272252	READY-RAIL (Stylized)
RC Trailers, Inc.	87/120175	5304487	MTI MIDDLEBURY TRAILERS.CO M and Design
RC Trailers, Inc.	87/120189	5279453	RC TRAILERS
RC Trailers, Inc.	87/120201	5304488	RC TRAILERS and Design
TexTrail, Inc.	90/053901	6272060	PARTSPRO+P LUS (Stylized)
TexTrail, Inc.	88/017601	5679759	TEXTRAIL TRAILER PARTS
TexTrail, Inc.	85/172387	3989369	TEXTRAIL TRAILER PARTS and Design
TexTrail, Inc.	88/017376	5735461	TEXTRAIL TRAILER PARTS and Design
TexTrail, Inc.	88/017386	5735462	TEXTRAIL TRAILER PARTS and Design
TexTrail, Inc.	86/878581	5443806	TRAILER TOUGH COMMERCIA L GRADE
TexTrail, Inc.	86/949056	5045640	UNITED TRAILER PARTS

TexTrail, Inc.

86/949087

5045641

UNITED  
TRAILER  
PARTS and  
Design

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**RECORDED: 03/05/2021**

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