

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722618

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Trailer World Corp.		04/19/2022	Corporation: DELAWARE
Big Tex Trailer World, Inc.		04/19/2022	Corporation: TEXAS
BWISE Manufacturing, LLC		04/19/2022	Limited Liability Company: PENNSYLVANIA
Contract Manufacturer, L.L.C.		04/19/2022	Limited Liability Company: OKLAHOMA
Dakota Bodies, LLC		04/19/2022	Limited Liability Company: SOUTH DAKOTA
PJ Trailers Manufacturing, Inc.		04/19/2022	Corporation: TEXAS
TexTrail, Inc.		04/19/2022	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	14241 Dallas Parkway
Internal Address:	Suite 1300
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	5429782	ATW
Registration Number:	5545833	ATW
Registration Number:	5545835	ATW
Registration Number:	5744333	COMMANDER TRAILERS
Registration Number:	5744334	COMMANDER TRAILERS
Registration Number:	5744335	COMMANDER TRAILERS
Registration Number:	6195059	TRUCKFITTERS
Registration Number:	4766100	TRUCKFITTERS
Registration Number:	5347993	TRUCKFITTERS
Registration Number:	2366514	BRI-MAR TRAILERS

OP \$1440.00 5429782

Property Type	Number	Word Mark
Registration Number:	6074867	ORANGE LINE TRAILERS
Registration Number:	6074868	ORANGE LINE TRAILERS
Registration Number:	6074869	ORANGELINE
Registration Number:	5741029	TRUCK TACK
Serial Number:	90407805	CUSTOM IS OUR STANDARD
Serial Number:	90407768	DAKOTA BODIES
Serial Number:	90407780	DAKOTA BODIES
Serial Number:	90407797	DAKOTA BODIES
Registration Number:	5296071	ROLLSTER
Registration Number:	5333705	ROLLSTER BY PJ TRAILERS
Registration Number:	6272060	PARTSPRO+PLUS
Registration Number:	5679759	TEXTRAIL TRAILER PARTS
Registration Number:	5735461	TEXTRAIL TRAILER PARTS
Registration Number:	5735462	TEXTRAIL TRAILER PARTS
Registration Number:	3827486	ALL PRO TRAILERS
Registration Number:	5774285	B WISE TRAILERS
Registration Number:	6645280	BWISE
Registration Number:	6645281	BWISE
Registration Number:	5774284	BWISE BWISE TRAILERS BRI-MAR TRAILERS MA
Registration Number:	5534877	BWISE TRAILER MALL
Registration Number:	5534876	BWISE BWISE TRAILERS BRI-MAR TRAILERS TR
Registration Number:	6688248	BWISE TRAILERS
Registration Number:	6688249	BWISE TRAILERS
Registration Number:	3821107	CARGO MATE
Registration Number:	4613487	CM TRAILERS
Registration Number:	3373910	CM TRAILERS
Registration Number:	4613899	CM TRAILERS
Registration Number:	2004293	CM TRAILERS
Registration Number:	4624305	CM TRUCK BEDS
Registration Number:	3751072	CM TRUCK BEDS
Registration Number:	2758983	DURANEAL
Registration Number:	5267093	MONSTER JACKS
Registration Number:	5267094	MONSTER JACKS
Registration Number:	4617716	MONSTER RAMPS
Registration Number:	4609347	PJ
Registration Number:	6645276	PJ TRAILERS
Registration Number:	4620239	PJ TRAILERS
Registration Number:	4616851	PJ TRAILERS

Property Type	Number	Word Mark
Registration Number:	4620248	POWER TAIL
Registration Number:	5272252	READY-RAIL
Registration Number:	3575751	S & H
Registration Number:	3618278	T TRUCK TACK
Registration Number:	4582102	TEXAN CARGO.COM
Registration Number:	3989369	TEXTRAIL TRAILER PARTS
Registration Number:	5443806	TRAILER TOUGH COMMERCIAL GRADE
Registration Number:	5045640	UNITED TRAILER PARTS
Registration Number:	5045641	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: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	04/20/2022

Total Attachments: 7
source=[Executed] - WF_Bain_ATW - Trademark Security Agreement(162190868_1)#page1.tif
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**GRANT OF
SECURITY INTEREST IN TRADEMARK**

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of April 19, 2022 (this "Agreement"), is made by American Trailer World Corp, a Delaware corporation, Big Tex Trailer World, Inc., a Texas corporation, BWISE Manufacturing, LLC, a Pennsylvania limited liability company, 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 and TexTrail, Inc., a Texas corporation (each a "Grantor"), in favor of Wells Fargo Bank, National Association, as the Administrative Agent and the Collateral Agent (in such capacities, the "Collateral Agent" or "Wells Fargo") for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of April 19, 2022 (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 American Trailer World Corp. (the "Borrower"), Collateral Agent, the Lenders and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Company 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 Company that become a party thereto, have executed and delivered a Security Agreement, dated as of August 24, 2016 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, 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 the Issuing Bank to make their respective Extensions of Credit to Holdings, the Company 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 Company and/or the Restricted Subsidiaries, 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, Grantors hereby grant a security interest in all of its rights, titles and interests 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 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 Grantors 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 such 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. 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.

AMERICAN TRAILER WORLD CORP.,
as a Grantor

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

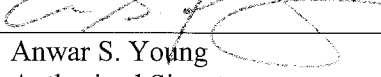
BIG TEX TRAILER WORLD, INC.,
BWISE MANUFACTURING, LLC,
CONTRACT MANUFACTURER, L.L.C.,
DAKOTA BODIES, LLC,
PJ TRAILERS MANUFACTURING, INC.,
TEXTRAIL, INC.,
each as a Grantor

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

[Grant of Security Interest in Trademark]

TRADEMARK
REEL: 007697 FRAME: 0454

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Anwar S. Young
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
American Trailer World Corp.	87383748	5429782	ATW
American Trailer World Corp.	87766557	5545833	ATW and Design
American Trailer World Corp.	87766565	5545835	ATW and Design
Big Tex Trailer World, Inc.	88098710	5744333	COMMANDER TRAILERS
Big Tex Trailer World, Inc	88098722	5744334	COMMANDER TRAILERS and Design
Big Tex Trailer World, Inc.	88098726	5744335	COMMANDER TRAILERS and Design
Big Tex Trailer World, Inc.	88890988	6195059	TRUCKFITTERS
Big Tex Trailer World, Inc.	86173514	4766100	TRUCKFITTERS
Big Tex Trailer World, Inc.	87085167	5347993	TRUCKFITTERS (Stylized)
BWISE Manufacturing, LLC	75813310	2366514	BRI-MAR TRAILERS and Design
Contract Manufacturer, L.L.C.	88691390	6074867	ORANGE LINE TRAILERS
Contract Manufacturer, L.L.C.	88691392	6074868	ORANGE LINE TRAILERS and Design
Contract Manufacturer, L.L.C.	88691400	6074869	ORANGELINE
Contract Manufacturer, L.L.C.	87790022	5741029	TRUCK TACK
Dakota Bodies, LLC	90407805	N/A	CUSTOM IS OUR STANDARD
Dakota Bodies, LLC	90407768	N/A	DAKOTA BODIES
Dakota Bodies, LLC	90407780	N/A	DAKOTA BODIES and Design
Dakota Bodies, LLC	90407797	N/A	DAKOTA BODIES and Design

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
PJ Trailers Manufacturing, Inc.	87354777	5296071	ROLLSTER
PJ Trailers Manufacturing, Inc.	87354783	5333705	ROLLSTER BY PJ TRAILERS and Design
TexTrail, Inc.	90053901	6272060	PARTSPRO+PLUS (Stylized)
TexTrail, Inc.	88017601	5679759	TEXTRAIL TRAILER PARTS
TexTrail, Inc.	88017376	5735461	TEXTRAIL TRAILER PARTS and Design
TexTrail, Inc.	88017386	5735462	TEXTRAIL TRAILER PARTS and Design
Big Tex Trailer World, Inc.	77888903	3827486	ALL PRO TRAILERS
BWISE Manufacturing, LLC	88160452	5774285	B BWISE TRAILERS and Design
BWISE Manufacturing, LLC	90594123	6645280	BWISE
BWISE Manufacturing, LLC	90594152	6645281	BWISE and Design
BWISE Manufacturing, LLC	8816030	5774284	BWISE MAKE THE WISE CHOICE and Design
BWISE Manufacturing, LLC	87737187	5534877	BWISE TRAILER MALL
BWISE Manufacturing, LLC	87737177	5534876	BWISE TRAILER MALL and Design
BWISE Manufacturing, LLC	90594087	6688248	BWISE TRAILERS
BWISE Manufacturing, LLC	90594102	6688249	BWISE TRAILERS and Design
Contract Manufacturer, LLC	77883226	3821107	CARGO MATE
Contract Manufacturer, LLC	86207425	4613487	CM TRAILERS
Contract Manufacturer, L.L.C.	78644260	3373910	CM TRAILERS and Design
Contract Manufacturer, LLC	86228470	4613899	CM TRAILERS and Design
Contract Manufacturer, LLC	74732218	2004293	CM TRAILERS and Design

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Contract Manufacturer, L.L.C.	86213656	4624305	CM TRUCK BEDS
Contract Manufacturer, L.L.C.	77413357	3751072	CM TRUCK BEDS (Stylized)
Contract Manufacturer, LLC	78169624	2758983	DURANEAL
PJ Trailers Manufacturing, Inc.	87016701	5267093	MONSTER JACKS (Stylized)
PJ Trailers Manufacturing, Inc.	87016738	5267094	MONSTER JACKS (Stylized)
PJ Trailers Manufacturing, Inc.	86270486	4617716	MONSTER RAMPS (Stylized)
PJ Trailers Manufacturing, Inc.	86196718	4609347	PJ (Stylized)
PJ Trailers Manufacturing, Inc.	90594045	6645276	PJ TRAILERS
PJ Trailers Manufacturing, Inc.	86195748	4620239	PJ TRAILERS (Stylized)
PJ Trailers Manufacturing, Inc.	86196801	4616851	PJ TRAILERS and Design
PJ Trailers Manufacturing, Inc.	86196196	4620248	POWER TAIL and Design
PJ Trailers Manufacturing, Inc.	87018080	5272252	READY-RAIL (Stylized)
Contract Manufacturer, L.L.C.	77516280	3575751	S&H and Design
Contract Manufacturer, L.L.C.	77410320	3618278	T TRUCK TACK and Design
Contract Manufacturer, L.L.C.	86213716	4582102	TEXAN CARGO.COM and Design
TexTrail, Inc.	85172387	3989369	TEXTRAIL TRAILER PARTS and Design
TexTrail, Inc.	86878581	5443806	TRAILER TOUGH COMMERCIAL GRADE
TexTrail, Inc.	86949056	5045640	UNITED TRAILER PARTS
TexTrail, Inc.	86949087	5045641	UNITED TRAILER PARTS and Design