503521880 10/14/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3568506

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RUGBY MANUFACTURING COMPANY	09/30/2015
CRYSTEEL MANUFACTURING, INC.	09/30/2015

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	TWO TOWER CENTER BOULEVARD
City:	EAST BRUNSWICK
State/Country:	NEW JERSEY
Postal Code:	08816

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	D496619
Patent Number:	8328248
Patent Number:	D633367
Patent Number:	8414083

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: JOHN SALVAGE

Address Line 1: 4400 EASTON COMMONS WAY SUITE 125

Address Line 2: CT CORPORATION SYSTEM COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	JOHN SALVAGE			
SIGNATURE:	/Michael Barys/			
DATE SIGNED:	10/14/2015			

Total Attachments: 7

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PATENT SECURITY AGREEMENT dated as of September 30, 2015 (this "<u>Agreement</u>"), among Rugby Manufacturing Company, an Oregon corporation ("<u>Rugby</u>") and <u>Crysteel</u> Manufacturing, Inc., a Minnesota corporation ("<u>Crysteel</u>", and together with Rugby, collectively, the "<u>Grantors</u>", and each, a "<u>Grantor</u>") and PNC Bank, National Association, as agent (in such capacity, the "<u>Agent</u>").

Reference is made to (a) to that certain Revolving Credit and Security Agreement, dated as of September 30, 2015, (as amended, restated, amended and restated, refinanced, renewed, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GenNx TBEI Intermediate Co., a Delaware corporation ("Holdings"), TBEI Merger Sub, Inc., a Delaware corporation ("Merger Sub"), Truck Bodies & Equipment International, Inc., a Delaware corporation ("TBEI"), Rugby, Crysteel, Ox Bodies, Inc., an Alabama corporation ("Ox"), Tishomingo Acquisition, LLC, a Delaware limited liability company ("Tishomingo" and together with Merger Sub, TBEI, Ox, Rugby and Crysteel and any other Person party thereto as a borrower, collectively, the "Borrowers", and each, a "Borrower"), the Lenders party thereto and PNC Bank, National Association, as Agent for the Lenders and the other Secured Parties and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrowers, Holdings, the other grantors from time to time party thereto and Agent. The Lenders have agreed to make Advances, issue Letters of Credit and extend credit to Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make Advances, issue Letters of Credit and as consideration for any Advances previously made and/or Letters of Credits issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to and under the United States patents and patent applications listed on Schedule I attached hereto (the "<u>Patent Collateral</u>"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to Agent herein is granted in furtherance, and not in limitation, of the security interests granted to Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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

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between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Termination</u>. Upon Payment in Full, the security interest granted herein shall terminate and Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

RUGBY MANUFACTURING COMPANY CRYSTEEL MANUFACTURING, INC., each as a Grantor

By:

Name: Kurt Meyer

Title:

Chief Financial Officer

Signature Page to Patent Security Agreement

PNC BANK, NATIONAL ASSSOCIATION, as Agent

By

Name: Basem Pharaon Title: Senior Vice President

Signature Page to Patent Security Agreement

Schedule I to the Patent Security Agreement

PATENT COLLATERAL

Owned Patents

Rugby

TITLE	Country	APPLN NO.	FILED	PATENT NO.	GRANT DATE
INTEGRAL STAKE RACK	US	29/180330	4/23/2003	D496619	9/28/2004
LATCH ASSEMBLY	US	12/660725	3/3/2010	8328248	12/11/2012
LATCH ASSEMBLY	US	29/349035	3/3/2010	D633367	3/1/2011
HAVING A SPRING CLIP					

<u>Crysteel</u>

TITLE	Country	APPLN NO.	FILED	PATENT NO.	GRANT DATE
TAILGATE	US	13/012687	1/24/2011	8414083	4/9/2013
TAILGATE	CA	2733481	3/8/2011	2733481	6/16/2015

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RECORDED: 10/14/2015