

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3621753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RUGBY MANUFACTURING COMPANY	09/30/2015
CRYSTEEL MANUFACTURING, INC.	09/30/2015
RECEIVING PARTY DATA	
Name:	BRIGHTWOOD LOAN SERVICES LLC, AS COLLATERAL AGENT
Street Address:	1540 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D496619
Patent Number:	8328248
Patent Number:	D633367
Patent Number:	8414083
CORRESPONDENCE DATA	
Fax Number:	
<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:	2125305178
Email:	lkass@milbank.com
Correspondent Name:	MILBANK, TWEED, HADLEY & MCCLOY, LLP
Address Line 1:	28 LIBERTY STREET
Address Line 2:	C/O LAWRENCE KASS
Address Line 4:	NEW YORK, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	41872.00700
NAME OF SUBMITTER:	LAWRENCE KASS
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	11/18/2015
Total Attachments: 6	

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PATENT SECURITY AGREEMENT, dated as of September 30, 2015 (this "Agreement"), among Rugby Manufacturing Company, an Oregon corporation ("Rugby") and Crysteel Manufacturing, Inc., a Minnesota corporation ("Crysteel"), and together with Rugby, each a "Grantor", collectively, the "Grantors") and Brightwood Loan Services LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) to the Credit Agreement dated as of September 30, 2015, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TBEI Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and following the consummation of the TBEI Acquisition (as defined in the Credit Agreement), Truck Bodies & Equipment International, Inc., a Delaware corporation (a successor by merger to Merger Sub), as borrower (the "Borrower"), GenNx TBEI Intermediate Co., a Delaware corporation ("Holdings"), the Lenders party thereto and Brightwood Loan Services LLC, as Administrative Agent and Collateral Agent for the Lenders and the other Secured Parties and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, Ox Bodies, Inc., an Alabama corporation, Rugby Manufacturing Company, an Oregon corporation, Crysteel Manufacturing, Inc., a Minnesota corporation, Tishomingo Acquisition, LLC, a Delaware corporation, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. 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. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") 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 "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

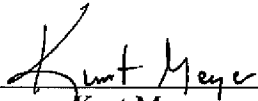
SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest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

SECTION 5. Counterparts. 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.

[Remainder of Page Intentionally Left Blank]

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

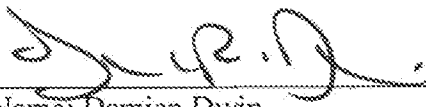
RUGBY MANUFACTURING COMPANY
CRYSTEEL MANUFACTURING, INC.,
each as a Grantor

By: 
Name: Kurt Meyer
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 037072 FRAME: 0974

BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent

By 
Name: Damien Dwin
Title: Authorized Person

By _____
Name: Tracie Ahern
Title: Chief Operating Officer and
Chief Financial Officer

BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent

By _____
Name: Damien Dwin
Title: Authorized Person



By _____
Name: Tracie Ahern
Title: Chief Operating Officer and
Chief Financial Officer

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 HAVING A SPRING CLIP	US	29/349035	3/3/2010	D633367	3/1/2011

Crysteel

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