

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4421457

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (SECOND LIEN)	
CONVEYING PARTY DATA		
	Name	Execution Date
	A.R.E. ACCESSORIES LLC	04/21/2017
RECEIVING PARTY DATA		
Name:	JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AND COLLATERAL AGENT	
Street Address:	520 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	7264297	
Patent Number:	D733033	
Patent Number:	7407141	
Patent Number:	7913965	
Patent Number:	9393855	
Patent Number:	9440520	
Application Number:	15048028	
Application Number:	15245717	
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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:	7147558290	
Email:	kristin.azcona@lw.com, IPDOCKET@LW.COM	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000	
Address Line 4:	COSTA MESA, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:	038507-0595	
NAME OF SUBMITTER:	KRISTIN J AZCONA	
SIGNATURE:	/KJA/	

DATE SIGNED:	05/18/2017
Total Attachments: 20 source=Truck Hero - 2L Patent Security Agreement executed#page1.tif source=Truck Hero - 2L Patent Security Agreement executed#page2.tif source=Truck Hero - 2L Patent Security Agreement executed#page3.tif source=Truck Hero - 2L Patent Security Agreement executed#page4.tif source=Truck Hero - 2L Patent Security Agreement executed#page5.tif source=Truck Hero - 2L Patent Security Agreement executed#page6.tif source=Truck Hero - 2L Patent Security Agreement executed#page7.tif source=Truck Hero - 2L Patent Security Agreement executed#page8.tif source=Truck Hero - 2L Patent Security Agreement executed#page9.tif source=Truck Hero - 2L Patent Security Agreement executed#page10.tif source=Truck Hero - 2L Patent Security Agreement executed#page11.tif source=Truck Hero - 2L Patent Security Agreement executed#page12.tif source=Truck Hero - 2L Patent Security Agreement executed#page13.tif source=Truck Hero - 2L Patent Security Agreement executed#page14.tif source=Truck Hero - 2L Patent Security Agreement executed#page15.tif source=Truck Hero - 2L Patent Security Agreement executed#page16.tif source=Truck Hero - 2L Patent Security Agreement executed#page17.tif source=Truck Hero - 2L Patent Security Agreement executed#page18.tif source=Truck Hero - 2L Patent Security Agreement executed#page19.tif source=Truck Hero - 2L Patent Security Agreement executed#page20.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of April 21, 2017 (this “Patent Security Agreement”), among the Grantors identified on the signature page(s) below (each, a “Grantor”) and Jefferies Finance LLC, (“Jefferies”) as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among Truck Hero, Inc., a Delaware corporation (as survivor of the Merger (as defined in the Second Lien Credit Agreement) with Truck Merger Sub Inc.) (the “Borrower”), Truck Acquisition Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto including, the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement, dated as of April 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other Grantors (as defined therein), the Lenders (as defined in the Second Lien Credit Agreement) from time to time party thereto and the Administrative Agent.

The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “Patent Collateral”):

(a) any and all patents and patent applications (including the patents and patent applications listed on Schedule I hereto); (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing, in each case, excluding any Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

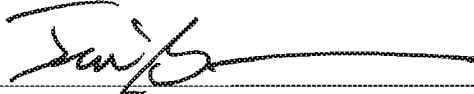
SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

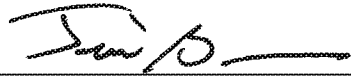
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

A.R.E. ACCESSORIES, LLC

By: 
Name: Jim Bresingham
Title: Treasurer

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

ADVANTAGE TRUCK ACCESSORIES, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer

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

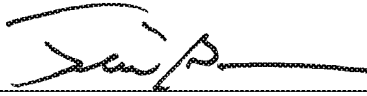
BEDRUG, INC.

By:  _____
Name: Jim Bresingham
Title: Chief Financial Officer

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

EXTANG CORPORATION

By: _____



Name: Jim Bresingham

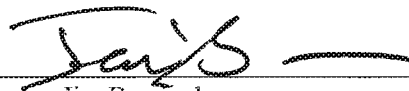
Title: Chief Financial Officer

SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT

PATENT
REEL: 042499 FRAME: 0183

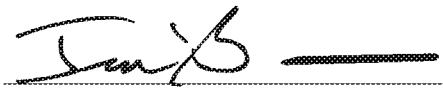
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HUSKY LINERS, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer and Treasurer

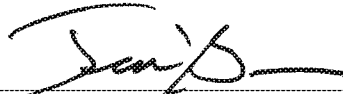
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LAURMARK ENTERPRISES, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer

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

RETRAX HOLDINGS, LLC

By: 
Name: Jim Bresingham
Title: Chief Financial Officer

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

N-FAB, INC.

By: _____

Name: Jim Bresingham

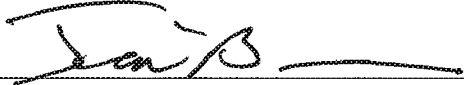
Title: Treasurer

SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT

PATENT
REEL: 042499 FRAME: 0187

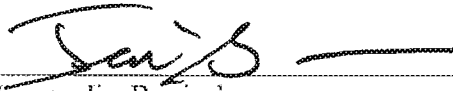
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RUGGED LINER, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer and Treasurer

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

TRUXEDO, INC.

By: 
Name: Jim Bresingham
Title: Chief Financial Officer

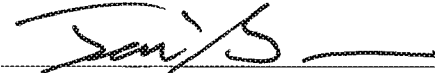
SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT

PATENT
REEL: 042499 FRAME: 0189

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

UNDERCOVER, INC.

By: _____



Name: Jim Bresingham

Title: Chief Financial Officer

SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT

PATENT
REEL: 042499 FRAME: 0190

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: **Jason Kennedy**
Title: **Managing Director**

SCHEDULE I

Title	Application No. Application Date	Publication No Publication Date	Owner
Tonneau cover hinge	2005199336 8/8/2005	7264297 9/4/2007	A.R.E. ACCESSORIES LLC
Truck cap assembly	2014498516 8/5/2014	D733033 6/30/2015	A.R.E. ACCESSORIES LLC
Clamp assembly	2005191320 7/28/2005	7407141 8/5/2008	A.R.E. ACCESSORIES LLC
Clamp assembly	2008185461 8/4/2008	7913965 3/29/2011	A.R.E. ACCESSORIES LLC
Truck cap assembly	14451955 8/5/2014	9393855 7/19/2016	A.R.E. ACCESSORIES LLC
Truck cap with heavy duty mounting rack	14602325 1/22/2015	9440520 9/13/2016	A.R.E. ACCESSORIES LLC
Dual action truck bed cover	15048028 2/19/2016	20160280123 9/29/2016	A.R.E. ACCESSORIES LLC
Truck cap with heavy duty mounting rack	15245717 8/24/2016	20160361982 12/15/2016	A.R.E. ACCESSORIES LLC
Foldable tonneau cover	2006555357 11/1/2006	7384090 6/10/2008	ADVANTAGE TRUCK ACCESSORIES INC.
Tonneau positioning system	13930476 6/28/2013	9120413 9/1/2015	ADVANTAGE TRUCK ACCESSORIES INC.
Bed rail extender clip	14807026 7/23/2015	20150321543 11/12/2015	ADVANTAGE TRUCK ACCESSORIES INC.
Clamp for a tonneau cover	11524522 9/20/2006	7258387 8/21/2007	ADVANTAGE TRUCK ACCESSORIES INC.
Tonneau cover	10286711 11/4/2002	7334830 2/26/2008	ADVANTAGE TRUCK ACCESSORIES INC.
Removable cargo liner	2009610540 11/2/2009	8136860 3/20/2012	BEDRUG INC.
Removable cargo liner	13372672 2/14/2012	8662559 3/4/2014	BEDRUG INC.
Folding, storing tonneau cover	15054795 2/26/2016	9597995 3/21/2017	CO-OWNED BY RETRAX HOLDINGS, LLC AND EXTANG CORPORATION
Tonneau cover system having a latch	14905834 1/18/2016	20160355078 12/8/2016	CO-OWNED BY RUGGED LINER INC. AND BEYOND INDUSTRIES (NANJING) LIMITED
Tonneau cover	2009346520F 11/2/2009	D620877 8/3/2010	EXTANG CORPORATION
Tonneau system latch	11140754 5/31/2005	7188888 3/13/2007	EXTANG CORPORATION
Solid fold tonneau system	2006591414 10/26/2006	7484788 2/3/2009	EXTANG CORPORATION
Tonneau cover system	2009609203 10/30/2009	8262148 9/11/2012	EXTANG CORPORATION
Tonneau cover retention and drain systems	13572867 8/13/2012	8585120 11/19/2013	EXTANG CORPORATION
Tonneau cover locking spring clamp	13572878 8/13/2012	8960764 2/24/2015	EXTANG CORPORATION
Flexible folding cover	14089814 11/26/2013	8960765 2/24/2015	EXTANG CORPORATION

Title	Application No. Application Date	Publication No Publication Date	Owner
Tri-fold hard tonneau cover with hinged front opening	14284761 5/22/2014	9211834 12/15/2015	EXTANG CORPORATION
Tonneau cover locking spring clamp	14600289 1/20/2015	9290122 3/22/2016	EXTANG CORPORATION
Universal mount system for pickup truck bed	14245231 4/4/2014	9352698 5/31/2016	EXTANG CORPORATION
Tonneau cover system and side lock clamp	14874795 10/5/2015	9533555 1/3/2017	EXTANG CORPORATION
Tonneau cover system and clamp	14875911 10/6/2015	9545835 1/17/2017	EXTANG CORPORATION
Tonneau cover system and ratchet clamp	14875006 10/5/2015	20160096422 4/7/2016	EXTANG CORPORATION
Tonneau cover	14831227 8/20/2015	20170001499 1/5/2017	EXTANG CORPORATION
Tonneau cover system and side lock clamp	15355339 11/18/2016	20170066311 3/9/2017	EXTANG CORPORATION
Connector assembly	08856898 5/15/1997	5934735 8/10/1999	EXTANG CORPORATION
Accessory system for a vehicle cargo box	08976114 11/21/1997	6024402 2/15/2000	EXTANG CORPORATION
Tie-down anchor assembly	09433399 11/3/1999	6256844 7/10/2001	EXTANG CORPORATION
Mechanism for retaining the position of snap fasteners on a tonneau cover rail	09781767 2/12/2001	6386616 5/14/2002	EXTANG CORPORATION
Pivoting rail having tonneau cover system	09781769 2/12/2001	6439640 8/27/2002	EXTANG CORPORATION
Hinged j-strip for a tonneau cover	09872369 6/1/2001	6499791 12/31/2002	EXTANG CORPORATION
Axially compressible bow	09963938 9/26/2001	6543836 4/8/2003	EXTANG CORPORATION
Rain diverting device for a tonneau cover system	10133138 4/26/2002	6588825 7/8/2003	EXTANG CORPORATION
Tonneau cover with rotating rear rail and automatic tension control	10150376 5/17/2002	6619719 9/16/2003	EXTANG CORPORATION
Roll up tonneau cover system	10331711 12/30/2002	6752449 6/22/2004	EXTANG CORPORATION
Pick-up truck rails	29194231 11/21/2003	D491878 6/22/2004	EXTANG CORPORATION
Tie down anchor system	10215749 8/9/2002	6799927 10/5/2004	EXTANG CORPORATION
Tonneau cover adjustment mechanism	10748465 12/30/2002	6808220 10/26/2004	EXTANG CORPORATION
Tonneau cover system with adjustment limit	10758615 1/15/2004	6808221 10/26/2004	EXTANG CORPORATION

Title	Application No. Application Date	Publication No Publication Date	Owner
Roll up tonneau cover system	10676740 10/1/2003	6811203 11/2/2004	EXTANG CORPORATION
Tonneau cover rail retaining mechanism	10758614 1/15/2004	6814388 11/9/2004	EXTANG CORPORATION
Tonneau cover frame	10748464 12/30/2003	6814389 11/9/2004	EXTANG CORPORATION
Tonneau cover system with seal member	10758612 1/15/2004	6824191 11/30/2004	EXTANG CORPORATION
Cargo tie-down rails	29194379 11/21/2003	D500471 1/4/2005	EXTANG CORPORATION
Tonneau cover clamp	10748422 12/30/2003	6893073 5/17/2005	EXTANG CORPORATION
Covering structure having automatic coupling system	10826079 4/16/2004	6976724 12/20/2005	EXTANG CORPORATION
Covering structure having automatic coupling system	11227019 9/15/2005	7025403 4/11/2006	EXTANG CORPORATION
Method for covering structure having automatic coupling system	11262988 10/31/2005	7204540 4/17/2007	EXTANG CORPORATION
Covering structure having automatic coupling system	11541902 10/2/2006	7427095 9/23/2008	EXTANG CORPORATION
Covering structure having automatic coupling system	11746267 5/9/2007	7484790 2/3/2009	EXTANG CORPORATION
Covering structure having automatic coupling system	11981785 10/31/2007	7607714 10/27/2009	EXTANG CORPORATION
Method for making cargo liners and mats with channel edge	09595769 6/16/2000	6793872 9/21/2004	HUSKY LINERS, INC.
Integrated mud flap weight	10777463 2/12/2004	6938930 9/6/2005	HUSKY LINERS, INC.
Method for producing contoured vehicle floor mats having integrally formed nibs	09409478 9/30/1999	6953545 10/11/2005	HUSKY LINERS, INC.
Self-adhesive automobile trim piece	29282068 7/11/2007	D566022 4/8/2008	HUSKY LINERS, INC.
Flexible custom floor mats	13666213 11/1/2012	20130171419 7/4/2013	HUSKY LINERS, INC.
Multi-piece vehicle bed rail cover	13590344 8/21/2012	8613477 12/24/2013	HUSKY LINERS, INC.
Vehicle floor mat or floor liner kit having a clip	13480879 5/25/2012	8690222 4/8/2014	HUSKY LINERS, INC.
Portable vacuum system	13480872 5/25/2012	9068307 6/30/2015	HUSKY LINERS, INC.
Roll up pick-up truck box cover with lock down slats	14011523 8/27/2013	8939494 1/27/2015	LAURMARK ENTERPRISES INC.
Roll up pick-up truck box cover with lock down slats	14590121 1/6/2015	9278611 3/8/2016	LAURMARK ENTERPRISES INC.

Title	Application No. Application Date	Publication No Publication Date	Owner
Truck box cover with lock down elements	15005335 1/25/2016	20160137042 5/19/2016	LAURMARK ENTERPRISES INC.
Pick-up truck box cover	11537403 9/29/2006	7537264 5/26/2009	LAURMARK ENTERPRISES INC.
Pick-up truck box cover	12471880 5/26/2009	8061758 11/22/2011	LAURMARK ENTERPRISES INC.
Pick-up truck box cover	13227373 9/7/2011	8182021 5/22/2012	LAURMARK ENTERPRISES INC.
Folding pick-up truck tool box	12902016 10/11/2010	8544708 10/1/2013	LAURMARK ENTERPRISES INC.
Roll up pick-up truck box cover with lock down slats	13653766 10/17/2012	8544934 10/1/2013	LAURMARK ENTERPRISES INC.
Pick-up truck box cover	13454843 4/24/2012	8690224 4/8/2014	LAURMARK ENTERPRISES INC.
Apparatus for assisting entry into high road clearance vehicles	10041273 11/7/2001	6588783 7/8/2003	N-FAB, INC.
Apparatus for assisting entry into high road clearance vehicles	10603848 6/25/2003	6874801 4/5/2005	N-FAB, INC.
Apparatus for assisting entry into high road clearance vehicles	11039135 1/19/2005	7416202 8/26/2008	N-FAB, INC.
Apparatus for assisting entry into high road clearance vehicles	12228368 8/12/2008	7717444 5/18/2010	N-FAB, INC.
Bed bar light frame	29464653 8/20/2013	D717230 11/11/2014	N-FAB, INC.
Moveable step for assisting entry into vehicles	13411694 3/5/2012	8985606 3/24/2015	N-FAB, INC.
Moveable step for assisting entry into vehicles	14656872 3/13/2015	20150183376 7/2/2015	N-FAB, INC.
Sealing mechanism for truck box cover device	10444727 5/23/2003	6848734 2/1/2005	RETRAX HOLDINGS, LLC
Rigid tonneau cover and clamp mechanism therefor	13181035 7/12/2011	8511736 8/20/2013	RUGGED LINER INC
Trailer bed liner	2013471285 10/30/2013	D738806 9/15/2015	RUGGED LINER INC.
Clamp mechanism for a cover assembly	2009468344 5/19/2009	7823957 11/2/2010	RUGGED LINER INC.
Tensioner and fastening device for a tonneau cover	2009629514 12/2/2009	7954876 6/7/2011	RUGGED LINER INC.
Clamp mechanism for a cover assembly	2010903012 10/12/2010	8146982 4/3/2012	RUGGED LINER INC.
Clamp mechanism for a cover assembly	13438503 4/3/2012	8256824 9/4/2012	RUGGED LINER INC.
Sealing hinge for a rigid tonneau cover	2009610586 11/2/2009	8348328 1/8/2013	RUGGED LINER INC.
Roll-up tonneau cover having a tensioning mechanism and a sideways latch	15135960 4/22/2016	20160236555 8/18/2016	RUGGED LINER INC.
Cargo organizer system	10699961 11/3/2003	6827385 12/7/2004	RUGGED LINER INC.
Cover system for truck box	2003731898 12/9/2003	7445264 11/4/2008	TRUXEDO INC.
Adapter rail for soft rollup tonneau covers	200820211 1/25/2008	7604282 10/20/2009	TRUXEDO INC.

Title	Application No. Application Date	Publication No Publication Date	Owner
Quick release clamp for tonneau cover	2007859744 9/22/2007	7628442 12/8/2009	TRUXEDO INC.
Tonneau cover	2007852423 9/10/2007	7828361 11/9/2010	TRUXEDO INC.
Adjustable toolbox	2008275910 11/21/2008	7887114 2/15/2011	TRUXEDO INC.
Adjustable toolbox	2011983483 1/3/2011	8256820 9/4/2012	TRUXEDO INC.
Bi-fold popup soft tonneau cover	2009636419 12/11/2009	8308218 11/13/2012	TRUXEDO INC.
Tonneau cover cargo containment track rail system	2009414811 3/31/2009	8475096 7/2/2013	TRUXEDO INC.
Hard roll-up tonneau	13649677 10/11/2012	8672388 3/18/2014	TRUXEDO INC.
Spring Retainer for tonneau cover	13660104 10/25/2012	8714622 5/6/2014	TRUXEDO INC.
Hard roll-up tonneau	14162013 1/23/2014	9211833 12/15/2015	TRUXEDO INC.
Retainer system for tonneau cover	14217514 3/18/2014	9221380 12/29/2015	TRUXEDO INC.
Tonneau cover latch system	13962091 8/8/2013	9254735 2/9/2016	TRUXEDO INC.
Tonneau cover system with tension adjustment	14857474 9/17/2015	9604524 3/28/2017	TRUXEDO INC.
Hard roll-up tonneau	14935969 11/9/2015	20160059682 3/3/2016	TRUXEDO INC.
Cover system for truck box with fastening means	10001384 10/31/2001	6568740 5/27/2003	TRUXEDO INC.
Cover system for truck box with tension control	10001387 10/31/2001	6575520 6/10/2003	TRUXEDO INC.
Truck bed cover	09184271 10/31/1998	6547310 4/15/2003	UNDERCOVER, INC.
Truck bed cover	12498088 7/6/2009	RE41724 9/21/2010	UNDERCOVER, INC.

