504404812 06/08/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4451509

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Execution Date
BRIGHTWOOD LOAN SERVICES LLC	06/02/2017

RECEIVING PARTY DATA

Name:	TRAVIS BODY AND TRAILER, INC.		
Street Address:	13955 FM 529		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77401		

PROPERTY NUMBERS Total: 3

Property Type	Number	
Patent Number:	6719360	
Patent Number:	5431475	
Patent Number:	5509724	

CORRESPONDENCE DATA

Fax Number: (314)667-3633

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: 3145526000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: MATTHEW J. HIMICH Address Line 1: ONE US BANK PLAZA

Address Line 4: ST. LOUIS, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	41111-164347
NAME OF SUBMITTER:	MATTHEW J. HIMICH
SIGNATURE:	/matthew j. himich/
DATE SIGNED:	06/08/2017

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

This RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL (this "Release") is made as of June 2, 2017, by BRIGHTWOOD LOAN SERVICES LLC, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), in favor of TRAVIS BODY AND TRAILER, INC., a Texas corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Patent Security Agreement (defined below), or if not defined therein, in the Collateral Agreement (defined below).

WITNESSETH:

WHEREAS, reference is made to that 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;

WHEREAS, the Grantor is a party to that certain Supplement No. 1 to the Collateral Agreement dated as of September 30, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Supplemental Collateral Agreement") in favor of the Collateral Agent pursuant to which the Grantor executed and delivered that certain Patent Security Agreement, dated as of September 30, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, the Grantor pledged and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the United States patents and patent applications listed on <u>Schedule A</u> attached hereto ("<u>Patent Collateral</u>");

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 039905, Frame 0033 on September 30, 2016;

WHEREAS, the Collateral Agent acknowledges Payment in Full and accordingly has agreed to release the collateral pledge, grant, assignment, lien and security interest in and to the Patent Collateral, and to re-convey any and all rights in the Patent Collateral to the Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby, without representation, warranty or recourse of any kind, (i) releases, relinquishes and discharges, with respect to the Grantor, all of its collateral pledge, grant, assignment, lien and security interest in and to all of the Grantor's right, title, and interest in, to and under the Patent Collateral, (ii) terminates the Patent Security Agreement, and (iii) re-assigns to the Grantor any and all right, title or interest it may have in such Patent Collateral.

The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Release with the United States Patent and Trademark Office. The Collateral Agent agrees, upon the reasonable request of the Grantor and at the Grantor's sole cost and expense, to execute and deliver to the Grantor all other instruments and other documents as may be reasonably necessary to release the security interest in the Patent Collateral which had been granted under the Patent Security Agreement.

THIS RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

BRIGHTWOOD LOAN SERVICES LLC,

as Collateral Agent

Name: Sengal Selassie

Title: Authorized Person

By: 41 As 16 As Name: Phil Daniele

Title: Chief Risk Officer

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL]

PATENT

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Accepted and Agreed:

TRAVIS BODY AND TRAILER, INC.

Kurt Meyer

Title: Vice President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL]

SCHEDULE A

Patent Collateral

TITLE	Application Number	Filing Date	Patent Number	Grant Date
Trailer Body Construction	10267089	10/9/02	6719360	4/13/04
Body For End Dump Trailer	08145231	11/3/93	5431475	7/11/95
Multiple Axle Quarter Frame	08235884	5/2/94	5509724	4/23/96
End Dump Trailer				

PATENT REEL: 042653 FRAME: 0987

RECORDED: 06/08/2017