

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7510547

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (TL)
CONVEYING PARTY DATA	
Name	Execution Date
ROLL-N-LOCK CORPORATION	08/29/2022
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17547821
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	12129061216
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	1271 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	038507-0979
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	08/29/2022
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of August 29, 2022 (this “IP Security Agreement Supplement”), among the grantors set forth on the signature page hereto (each, a “Grantor”) and Jefferies Finance LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit for the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement, dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Truck Acquisition, Inc., a Delaware corporation, Truck Hero Inc., a Delaware corporation, the lenders from time to time party thereto (the “Lenders”) and Jefferies Finance LLC, as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantors and the Collateral Agent have entered into that certain Intellectual Property Security Agreement, dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

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

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto

all reissues, divisions, continuations, continuations-in-part, renewals, and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and all rights corresponding to any of the foregoing; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

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

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

SECTION 5. ***Counterparts and Electronic Signatures.*** This IP Security Agreement Supplement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF or other electronic means shall have the same force and effect as manual signatures delivered in person. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this IP Security Agreement Supplement or any document to be signed in connection with this IP Security Agreement Supplement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Signature Pages Follow]

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

**TECTUM HOLDINGS, INC.
TECTUM HOLDINGS INTERNATIONAL, INC.
EXTANG CORPORATION
OMIX-ADA, INC.
RETRAX HOLDINGS, LLC
LUND, INC.
LUND MOTION PRODUCTS, INC.
ROLL-N-LOCK CORPORATION**

By:  _____

Name: Edward W. McCormick

Title: Executive Vice President and Chief Financial
Officer

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to IP Security Agreement Supplement]

PATENT
REEL: 061354 FRAME: 0407

SCHEDULE I**PATENT APPLICATIONS**

Patent Title		Application Number Application Date	Patent Number Grant Date	Status	Owner
1.	---	63271925 10/26/2021	---	Provisional application	Retrax Holdings, LLC
2.	---	17496290 10/7/2021	---	Pending	Extang Corporation
3.	HINGE MOUNT SYSTEM FOR UTILITY VEHICLE	17509264 10/25/2021	---	Pending/ Published	Omix-Ada, Inc.
4.	BIAS REGULATED ROLLING TRUCK BED COVER	17501174 10/14/2021	---	Pending/ Published	Tectum Holdings International, Inc.
5.	BIAS REGULATED ROLLING TRUCK	17501147 10/14/2021	---	Pending/ Published	Tectum Holdings International, Inc.
6.	---	63272771 10/28/2021	---	Provisional application	Extang Corporation
7.	---	63273496 10/29/2021	---	Provisional application	Extang Corporation
8.	---	29813508 10/29/2021	---	Pending	Extang Corporation
9.	---	29813393 10/28/2021	---	Pending	Extang Corporation
10.	---	29813517 10/29/2021	---	Pending	Extang Corporation
11.	---	17528259 11/17/2021	---	Pending	Tectum Holdings, Inc.
12.	---	17550304 12/14/2021	---	Pending	Lund, Inc.
13.	---	17455301 11/17/2021	---	Pending	Lund Motion Products, Inc.
14.	RETRACTABLE VEHICLE STEP	17454385 11/10/2021	---	Pending/ Published	Lund Motion Products, Inc.
15.	VEHICLE BODY SHIELD	17547805 12/10/2021	---	Pending/ Published	Lund, Inc.
16.	VEHICLE RACK ASSEMBLY	17547821 12/10/2021	---	Pending/ Published	Roll-N-Lock Corporation

Schedule I

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RECORDED: 08/29/2022

PATENT
REEL: 061354 FRAME: 0408