

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roll-Rite LLC		02/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as Agent		
Street Address:	38505 Woodward Avenue, Suite 1300		
City:	Bloomfield Hills		
State/Country:	MICHIGAN		
Postal Code:	48304		
Entity Type:	an Illinois banking corpoarton: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5020096	POWERED BY ROLL-RITE	
Registration Number:	4440849	RITE-TOUCH	
Registration Number:	4992240	ROLL · RITE	
Registration Number:	2005681	ROLL-RITE	
Registration Number:	1927902	ROLL-RITE	
Registration Number:	4992230	ROLL-RITE	
Registration Number:	2706179	TARPMASER	
Registration Number:	2861698	TARPSTRETCHER	
Registration Number:	4591982	WEATHER-ARC	
Registration Number:	1905561	PULLTARPS	
Registration Number:	3095556	ADVANCED TARPING TECHNOLOGIES	
Registration Number:	3045504	SMART SWITCH	
Registration Number:	3474274	THE TARP BOOK	
Registration Number:	3027170	SLOPE DETECTOR	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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>			

OP \$365.00 5020096

Phone: 7349302488
Email: ipfilings@bodmanlaw.com
Correspondent Name: Susan M. Kornfield - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /Susan M. Kornfield/

DATE SIGNED: 03/03/2017

Total Attachments: 6

source=Roll Rite -- executed Trademark Security Agreement (2)#page1.tif

source=Roll Rite -- executed Trademark Security Agreement (2)#page2.tif

source=Roll Rite -- executed Trademark Security Agreement (2)#page3.tif

source=Roll Rite -- executed Trademark Security Agreement (2)#page4.tif

source=Roll Rite -- executed Trademark Security Agreement (2)#page5.tif

source=Roll Rite -- executed Trademark Security Agreement (2)#page6.tif

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 28, 2017 between Roll-Rite LLC (the "Debtor") and The PrivateBank and Trust Company, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of February 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Roll Rite Group Holdings LLC, Roll Rite Interco, LLC, the Debtor, and after the consummation of the Related Transactions, Transportation Equipment Inc. (the "Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Guaranty and Collateral Agreement, dated as of the date hereof, to the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loans) to the Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Debtor does hereby collaterally assign to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any intent-to-use trademark application prior to the filing of such a "Statement of Use" or "Amendment to Allege Use" with respect thereto, provided that upon such filing of such Statement of Use or Amendment to Allege Use application, such trademark shall automatically be deemed included in the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments

acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the Obligations have been Paid in Full, (b) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (c) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (d) if such release has been approved by the requisite Lenders in accordance with Section 14.11 of the Credit Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

ROLL-RITE LLC

By: Matthew W. Hanson
Name: Matthew Hanson
Title: Chief Financial Officer and Secretary

SECURED PARTY:

**THE PRIVATEBANK AND TRUST
COMPANY, as Administrative Agent**

By: 
Name: Laura Kalil
Title: Managing Director

SCHEDULE 1.1

TRADEMARK COLLATERAL

Grantor	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration
Roll-Rite LLC	86-486236	5,020,096	12/19/2014	08/16/2016
Roll-Rite LLC	85-548004	4,440,849	02/21/2012	11/26/2013
Roll-Rite LLC	86-797518	4,992,240	10/23/2015	07/05/2016
Roll-Rite LLC	76-657811	2,005,681	04/10/1995	10/08/1996
Roll-Rite LLC	74-581568	1,927,902	10/03/1994	10/17/1995
Roll-Rite LLC	86-797270	4,992,230	10/23/2015	07/05/2016
Roll-Rite LLC	76-243085	2,706,179	04/19/2001	04/05/2013
Roll-Rite LLC	76-243084	2,861,698	04/19/2001	07/06/2004
Roll-Rite LLC	86-132637	4,591,982	12/02/2013	08/26/2014
Roll-Rite LLC	74-489559	1,905,561	02/14/1994	07/18/1995
Roll-Rite LLC	78-646149	3,095,556	06/08/2005	05/23/2006
Roll-Rite LLC	78-504548	3,045,504	10/22/2004	01/17/2006
Roll-Rite LLC	77- 356847	3,474,274	12/20/2007	07/22/2008
Roll-Rite LLC	78-421778	3,027,170	05/19/2004	12/13/2005