

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bushwacker, Inc.		04/06/2023	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	2380 Performance Drive		
Internal Address:	Bldg C		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6654828	BUSHWACKER	
Registration Number:	6396991	DRT STYLE	
Registration Number:	6654421	HYPERFORM	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
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:	042525-0257		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	04/07/2023		
Total Attachments: 5			
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of April 6, 2023 (this “IP Security Agreement Supplement”), among the grantors set forth on the signature page hereto (each, a “Grantor”) and Bank of America, N.A. (“BofA”), 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 ABL 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 ABL Lenders (as defined below) have extended credit to the Borrower (as defined in ABL 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 RealTruck Intermediate Holdings, Inc. (f/k/a Truck Acquisition Inc.), a Delaware corporation, RealTruck Group, Inc. (f/k/a Truck Hero, Inc.), a Delaware corporation, the lenders and issuing banks from time to time party thereto (the “ABL Lenders”) and BofA, 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 ABL 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 such Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

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.

REALTRUCK GROUP, INC.
N-FAB, INC.
OMIX-ADA, INC.
LUND MOTION PRODUCTS, INC.
BUSHWACKER, INC.

By: 

Name: Edward W. McCarville

Title: CFO

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: Karla M. Ruppert
Name: Karla M. Ruppert
Title: Vice President

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Owner	Trademark	Status	Application Number	Registration Number	Filing Date	Reg. Date
Bushwacker, Inc.	BUSHWACKER & Design	Registered	90227095	6654828	9/30/2020	2/22/2022
Bushwacker, Inc.	DRT STYLE	Registered	88127078	6396991	9/21/2018	6/22/2021
Bushwacker, Inc.	HYPERFORM	Registered	88922237	6654421	5/19/2020	2/22/2022
Lund Motion Products, Inc.	AMP RESEARCH INNOVATION IN MOTION	Registered	88058548	6309389	7/30/2018	3/30/2021
Lund Motion Products, Inc.	POWERSTEP SMART SERIES	Registered	88653131	6768559	10/14/2019	6/21/2022
Lund Motion Products, Inc.	TRAILCRAWLER	Registered	88127097	6479374	9/21/2018	9/7/2021
N-Fab, Inc	DESERT BORN, ROAD READY	Registered	90350053	6896100	11/30/2020	11/8/2022
N-Fab, Inc.	TRAILSLIDER	Registered	88668898	6471692	10/25/2019	8/3/2021
Omix-Ada, Inc.	MAX-TERRAIN	Registered	88687388	6349198	11/11/2019	5/11/2021
Omix-Ada, Inc.	OMIX	Registered	88571251	6284062	8/8/2019	3/2/2021
Omix-Ada, Inc.	SAVANNAH	Registered	88947039	6654474	6/3/2020	2/22/2022
RealTruck Group, Inc.	TRUCK HERO	Registered	87211522	6471156	10/21/2016	8/31/2021