

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BedRug, Inc.		04/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MFC Capital Funding, Inc.		
Street Address:	111 S. Wacker Dr.		
Internal Address:	Suite 5050		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2569308	BEDRUG	
Registration Number:	3412640	BEDRUG PLUS	
Registration Number:	3406511	SPORT LINER	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLp		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	32231-0023		
NAME OF SUBMITTER:	Chris L. Bollinger		

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Signature:	/Chris L. Bollinger/
Date:	04/15/2009
Total Attachments: 7 source=4-15 - PDF BEDRUG TRADEMARK SECURITY AGMT APRIL 3 2009#page1.tif source=4-15 - PDF BEDRUG TRADEMARK SECURITY AGMT APRIL 3 2009#page2.tif source=4-15 - PDF BEDRUG TRADEMARK SECURITY AGMT APRIL 3 2009#page3.tif source=4-15 - PDF BEDRUG TRADEMARK SECURITY AGMT APRIL 3 2009#page4.tif source=4-15 - PDF BEDRUG TRADEMARK SECURITY AGMT APRIL 3 2009#page5.tif source=4-15 - PDF BEDRUG TRADEMARK SECURITY AGMT APRIL 3 2009#page6.tif source=4-15 - PDF BEDRUG TRADEMARK SECURITY AGMT APRIL 3 2009#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 3, 2009, is made by **BedRug, Inc.**, a Delaware corporation (the "Company"), in favor of **MFC Capital Funding, Inc.**, a Minnesota corporation, as agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

RECITALS

WHEREAS, the Company, Extang Corporation, a Michigan corporation (and successor by merger to Tectum Acquisition, Inc., a Michigan corporation) ("Extang"), TruXedo, Inc., a Delaware corporation ("TruXedo" and, together with the Company and Extang, collectively, the "Borrowers" and, individually, a "Borrower"), Tectum Holdings, Inc., a Delaware corporation (the "Parent" and, together with the Borrowers, collectively, the "Obligors" and, individually, an "Obligor"), the Lenders and the Agent are parties to a Credit Agreement dated as of November 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans to the Borrowers;

WHEREAS, (a) the Company and the Agent are parties to a Joinder Agreement dated as of April 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Joinder Agreement"), and (b) the Obligors and the Agent are parties to (i) a Security Agreement dated as of November 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) a Patent, Copyright, License and Trademark Security Agreement dated as of November 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Joinder Agreement, the Security Agreement and the IP Security Agreement, the Company has granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Agent, for the benefit of itself and the Lenders a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;

- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");


provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the IP Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Agent, for the benefit of itself and the Lenders, pursuant to the Joinder Agreement, the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Joinder Agreement, the Security Agreement or the IP Security Agreement, the Joinder Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent and each Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Joinder Agreement the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BEDRUG, INC.

By: 
Name: William Reminder
Title: CEO & President

Acknowledged and agreed to:

MFC CAPITAL FUNDING, INC., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BEDRUG, INC.

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

MFC CAPITAL FUNDING, INC., as Agent

By: Thomas G. Karle
Name: Thomas G. Karle
Title: Managing Director

STATE OF TN)
) SS.
COUNTY OF Davidson)

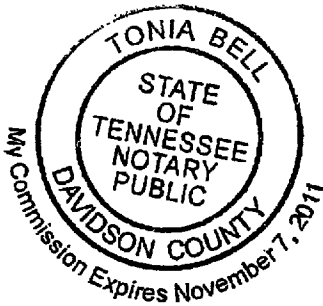
I, the undersigned, a Notary Public in and for said State and County, do hereby certify that William J. Remond personally known to me to be the CEO of BedRug, Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 1 day of April, 2009.

(NOTARIAL SEAL)

Tonia Bell
Notary Public

My Commission Expires: Nov. 7, 2011

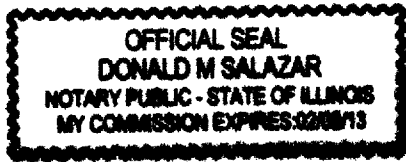


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Thomas G. Karle, personally known to me to be the Managing Director of MFC Capital Funding, Inc., a Minnesota corporation, personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 3rd day of April, 2009.

(NOTARIAL SEAL)



Donald M. Salazar
Notary Public

My Commission Expires: 2-9-2013

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Mark	Country	Status	App. No./ Reg. No.
BEDRUG	U.S. Federal	Registered	2569308
BEDRUG PLUS	U.S. Federal	Registered	3412640
SPORT LINER	U.S. Federal	Registered	3406511