

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Recorded on Reel/Frame 3678/0752 on 12/14/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MFC Capital Funding, Inc.		06/23/2010	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Truxedo, Inc.		
Street Address:	P.O. Box 713 2309 Shur-Lok Street		
City:	Yankton		
State/Country:	SOUTH DAKOTA		
Postal Code:	57078		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2497343	THE CLASSY COVER FOR YOUR PICKUP BOX	
Registration Number:	2546890	TRUCK HYDE	
Registration Number:	2449064	TRUXEDO	
Registration Number:	2449070	TRUXEDO	
Registration Number:	3074760	TRUXPORT	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-862-2000		
Email:	christine.casey@kirkland.com		
Correspondent Name:	c/o Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		

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**TRADEMARK
 REEL: 004232 FRAME: 0857**

ATTORNEY DOCKET NUMBER:	40462-48
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	06/28/2010
Total Attachments: 3 source=Truxedo Trademark Release 3678 0752#page1.tif source=Truxedo Trademark Release 3678 0752#page2.tif source=Truxedo Trademark Release 3678 0752#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made in favor of TRUXEDO, INC. a Delaware corporation ("Grantor"), by 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 referenced to below ("Lenders").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated November 16, 2007 (the "Trademark Security Agreement") executed in favor of Agent, Grantor granted to Agent, for the benefit of itself and the Lenders, a security interest in all of Grantor's right, title and interest in and to each of its trademarks, trademark applications and registrations, service mark, service marks applications or registrations, all renewals thereof, trade names, including without limitation, the trademark applications and registrations set forth on Schedule 1 attached hereto, together with the goodwill associated therewith, all license agreements relating to any of the forgoing, and all income, royalties, damages and payments arising from any of the forgoing (collectively the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 14, 2007 at Reel/Frame 3678/0752.

WHEREAS, Grantor has paid all of its outstanding indebtedness to Lenders.

WHEREAS, Agent wishes to release its security interest in the Trademarks and reassign to Grantor all of Agent's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates on behalf of itself and the Lenders the Trademark Security Agreement and hereby terminates, cancels and releases any security interest it may have in the Trademarks and reassigns to Grantor any rights it may have in the Trademarks.

Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Agent has caused this Release to be executed by their duly authorized representatives as of this 21st day of June, 2010.

MFC CAPITAL FUNDING, INC. as Agent for the Lenders

By: Kevin C. Nowak

Name: Kevin C. Nowak

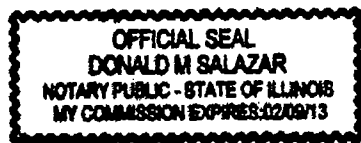
Title: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)

On this _____ day of June, 2010, before me personally appeared KEVIN C. NOWAK, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MFC Capital Funding, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Donald M. Salazar
Notary Public
My Commission Expires: 2-9-2013

(NOTARIAL SEAL)

SCHEDULE 1

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
THE CLASS COVER FOR YOUR PICKUP BOX	U.S. Federal	76/036042 04/27/2000	2497343 10/09/2001
TRUCK HYDE & Design	U.S. Federal	76/241297 02/22/2001	2546890 03/12/2002
TRUXEDO	U.S. Federal	76/002735 03/17/2000	2449064 05/08/2001
TRUXEDO & Design	U.S. Federal	76/003599 03/17/2000	2449070 05/08/2001
TRUXPORT	U.S. Federal	78/526180 12/02/2004	3074760 03/28/2006

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