

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 30%;">Entity Type</th> </tr> <tr> <td>THI-Undercover Holdings, LLC</td> <td></td> <td>06/23/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	THI-Undercover Holdings, LLC		06/23/2010	LIMITED LIABILITY COMPANY: DELAWARE					
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Tectum Holdings, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2209 Kellen Gross Drive</td> </tr> <tr> <td>City:</td> <td>Yankton</td> </tr> <tr> <td>State/Country:</td> <td>SOUTH DAKOTA</td> </tr> <tr> <td>Postal Code:</td> <td>57078</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name:	Tectum Holdings, Inc.	Street Address:	2209 Kellen Gross Drive	City:	Yankton	State/Country:	SOUTH DAKOTA	Postal Code:	57078	Entity Type:	CORPORATION: DELAWARE	
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CORRESPONDENCE DATA													
<p>Fax Number: (312)862-2200</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312-862-2000</p> <p>Email: christine.casey@kirkland.com</p> <p>Correspondent Name: c/o Kirkland & Ellis LLP</p> <p>Address Line 1: 300 N. LaSalle Street, 28th Floor</p> <p>Address Line 2: c/o Christine Casey</p> <p>Address Line 4: Chicago, ILLINOIS 60654</p>													
NAME OF SUBMITTER:	Christine Casey												
Signature:	/Christine Casey/												

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TRADEMARK
REEL: 004241 FRAME: 0651

Date:

07/13/2010

Total Attachments: 4

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TRADEMARK

REEL: 004241 FRAME: 0652

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of June 23, 2010 by **THI-Undercover Holdings, LLC**, a Delaware limited liability corporation ("*Assignor*") in favor of **Tectum Holdings, Inc.**, a Delaware corporation ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration, and all goodwill associated therewith, identified and set forth on Schedule A attached hereto, (the "*Marks*");

WHEREAS, Assignor, Assignee and Undercover, Inc. are parties to the Contribution Agreement, dated June 23, 2010 (the "*Contribution Agreement*") pursuant to which Assignor has contributed, and Assignee has accepted, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to contribute to Assignee, and Assignee wishes to accept from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall execute and deliver Assignee, its successors and assigns, and their legal representatives any and all documents as Assignee or any such other person or entity may reasonably request to effectuate the purposes of this Assignment, including in connection with perfection of the title to the Marks, and Assignor shall communicate with Assignee, its successors and assigns, such facts relating to the Marks or the history thereof as it may be known.
4. Assignor hereby represents, warrants and covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment is provided pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

THI-Undercover Holdings, LLC

By:

Name:

Title:

William Reminder
President

STATE OF MISSOURI

)

) ss.

COUNTY OF GREENE

)

On this 7 day of July, 2010, before me, a Notary Public in and for said State, personally appeared William Reminder, to me known to be the person described in and who executed the within Trademark Assignment and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.

Gene Marie Deltz
Notary Public

My commission expires: 11/10/2016

Acknowledgement:

Tectum Holdings, Inc.

By:

Name:

Title:

William Reminder
President

Schedule A
to Trademark Assignment

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Status	App. No. / Reg. No.	App. Date/ Reg. Date
PLASTANIUM	U.S.	Registered	3159993	10/17/2006
SWINGCASE	U.S.	Registered	3463844	7/8/2008
UNDERCOVER	U.S.	Registered	3529563	11/11/2008