

**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
Extang Corporation		06/23/2010	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2263747	BLACK MAX
Registration Number:	3305352	EXPRESS TONNO
Registration Number:	1911255	EXTANG
Registration Number:	3339530	FREEDOM EZ-ROLL
Registration Number:	2634208	FULL-TILT
Registration Number:	3090991	MAX SEAL
Registration Number:	2263746	PLATINUM
Registration Number:	3393515	REVOLUTION TONNO
Registration Number:	1876517	SABER
Registration Number:	3328341	SOLID FOLD
Registration Number:	3144425	TRIFECTA
Registration Number:	2710609	TUFF TONNO
Registration Number:	3710999	EXTANGRT TONNO
Registration Number:	3710998	TONNO TONIC

**CH \$540.00 2263747**

Serial Number:	77962066	AMERICAN TONNEAU COMPANY
Serial Number:	85059602	B-LIGHT
Serial Number:	77511342	E-Z TILT
Serial Number:	77724948	ENCORE TONNO
Serial Number:	77947352	FREEDOM CLASSIC-SNAP
Serial Number:	77944641	FREEDOM TRI-FOLD
Serial Number:	77944472	WEATHERTOP

**CORRESPONDENCE DATA**

Fax Number: (312)558-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3125586352  
Email: lkonrath@winston.com  
Correspondent Name: Laura Konrath  
Address Line 1: 35 West Wacker Drive  
Address Line 2: Winston & Strawn LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	6737.117
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	08/10/2010

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 23, 2010, is made by Extang Corporation, a Michigan corporation ("Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 23, 2010 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Tectum Holdings, Inc., as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 23, 2010 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use Trademark applications) listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any

Trademark License listed on Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

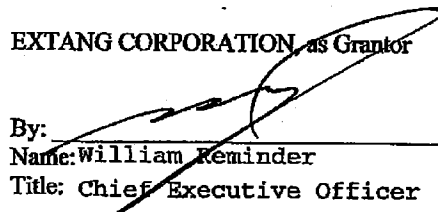
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

EXTANG CORPORATION, as Grantor

By:   
Name: William Reminder  
Title: Chief Executive Officer

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as  
Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004257 FRAME: 0826

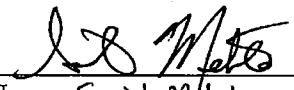
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

EXTANG CORPORATION, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as  
Agent

By:   
Name: Sunil Mehta  
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
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**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Jurisdiction	Status	App. No./Reg. No.
BLACK MAX	U.S. Federal	Registered	2263747
EXPRESS TONNO	U.S. Federal	Registered	3305352
EXTANG	U.S. Federal	Registered	1911255
FREEDOM EZ-ROLL (Stylized)	U.S. Federal	Registered	3339530
FULL-TILT	U.S. Federal	Registered	2634208
MAX SEAL	U.S. Federal	Registered	3090991
PLATINUM	U.S. Federal	Registered	2263746
REVOLUTION TONNO	U.S. Federal	Registered	3393515
SABER	U.S. Federal	Registered	1876517
SOLID FOLD	U.S. Federal	Registered	3328341
TRIFECTA (Stylized)	U.S. Federal	Registered	3144425
TUFF TONNO	U.S. Federal	Registered	2710609
EXTANGRT TONNO	U.S. Federal	Registered	3710999
TONNO TONIC	U.S. Federal	Registered	3710998
AMERICAN TONNEAU COMPANY	U.S. Federal	Pending	77962066
B-LIGHT	U.S. Federal	Pending	85059602
E-Z TILT	U.S. Federal	Pending	77511342
ENCORE TONNO	U.S. Federal	Pending	77724948
FREEDOM CLASSIC- SNAP & Design	U.S. Federal	Pending	77947352
FREEDOM TRI-FOLD	U.S. Federal	Pending	77944641
WEATHERTOP	U.S. Federal	Pending	77944472

**TRADEMARK LICENSES**

None.