

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EXTANG CORPORATION		03/12/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMERICAN CAPITAL, LTD.		
<b>Street Address:</b>	2 BETHESDA METRO CENTER		
<b>Internal Address:</b>	14TH FLOOR		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3962999	WEATHERTOP	
<b>Registration Number:</b>	3891591	AMERICAN TONNEAU COMPANY	
<b>Registration Number:</b>	4159150	TRAILERWARE	
<b>Serial Number:</b>	86083110	E-MAX TONNO	
<b>Serial Number:</b>	86074234	SENTINEL	
<b>Serial Number:</b>	86074240	HOUDINI	
<b>Registration Number:</b>	2263747	BLACK MAX	
<b>Registration Number:</b>	3305352	EXPRESS TONNO	
<b>Registration Number:</b>	1911255	EXTANG	
<b>Registration Number:</b>	3339530	FREEDOM EZ-ROLL	
<b>Registration Number:</b>	2634208	FULL-TILT	
<b>Registration Number:</b>	3090991	MAX SEAL	
<b>Registration Number:</b>	2263749	FEED THE FIREMEN	
<b>Registration Number:</b>	3393515	REVOLUTION TONNO	
<b>Registration Number:</b>	1876517	SABER	
<b>Registration Number:</b>	3328341	SOLID FOLD	
<b>Registration Number:</b>	3144425	TRIFECTA	
<b>Registration Number:</b>	2710609	TUFF TONNO	
<b>Registration Number:</b>	3710998	TONNO TONIC	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4054457	FREEDOM CLASSIC-SNAP
Registration Number:	3820119	E-Z TILT
Registration Number:	4054453	FREEDOM TRI-FOLD
Registration Number:	3710999	EXTANGRT TONNO
Registration Number:	3927330	ENCORE TONNO

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (216) 586-7021  
**Email:** dpuljic@jonesday.com  
**Correspondent Name:** DANIEL PULJIC / JONES DAY  
**Address Line 1:** 901 LAKESIDE AVENUE  
**Address Line 2:** NORTH POINT  
**Address Line 4:** CLEVELAND, OHIO 44114-1190

<b>ATTORNEY DOCKET NUMBER:</b>	108344-600002
<b>NAME OF SUBMITTER:</b>	Daniel Puljic
<b>SIGNATURE:</b>	/Daniel Puljic/
<b>DATE SIGNED:</b>	03/19/2014

**Total Attachments: 6**  
source=executed\_second lien TSA\_extang#page1.tif  
source=executed\_second lien TSA\_extang#page2.tif  
source=executed\_second lien TSA\_extang#page3.tif  
source=executed\_second lien TSA\_extang#page4.tif  
source=executed\_second lien TSA\_extang#page5.tif  
source=executed\_second lien TSA\_extang#page6.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 12, 2014, is made by Extang Corporation, a Delaware corporation ("Grantor"), in favor of American Capital, Ltd., 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 Second Lien Credit Agreement dated as of the date hereof (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 Second Lien Guarantee and Collateral Agreement dated as of the date hereof (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 second priority 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 second priority 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; 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, 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 second priority 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

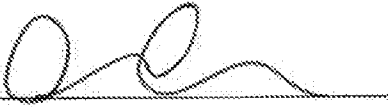
Title: Chief Executive Officer

*[Signature Page to Second Lien Trademark Security Agreement – Extang Corporation]*

**TRADEMARK**  
**REEL: 005240 FRAME: 0101**

ACKNOWLEDGED:

AMERICAN CAPITAL, LTD., as Agent

By: 

Name: Aaron DiCenzo

Title: Vice President

*[Signature Page to Second Lien Trademark Security Agreement -- Extang Corporation]*

**TRADEMARK**  
**REEL: 005240 FRAME: 0102**

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

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>
BLACK MAX	USA	2263747 / 7/20/1999	Registered
EXPRESS TONNO	USA	3305352 / 10/9/2007	Registered
EXTANG	USA	1911255 / 8/15/1995	Registered
FREEDOM EZ-ROLL (Stylized)	USA	3339530 / 11/20/2007	Registered
FULL-TILT	USA	2634208 / 10/15/2002	Registered
MAX SEAL	USA	3090991 / 5/9/2006	Registered
PLATINUM	USA	2263746 / 7/20/1999	Registered
REVOLUTION TONNO	USA	3393515 / 3/4/2008	Registered
SABER	USA	1876517 / 1/31/1995	Registered
SOLID FOLD	USA	3328341 / 11/6/2007	Registered
TRIFECTA (Stylized)	USA	3144425 / 9/19/2006	Registered
TUFF TONNO	USA	2710609 / 4/29/2003	Registered
TONNO TONIC	USA	3710998 / 11/17/2009	Registered
FREEDOM CLASSIC-SNAP	USA	4054457 / 11/15/2011	Registered
E-Z TILT	USA	3820119 / 7/20/2010	Registered
FREEDOM TRI-FOLD	USA	4054453 / 11/15/2011	Registered
EXTANGRT TONNO	USA	3710999 / 11/17/2009	Registered
ENCORE TONNO	USA	3927330 / 3/8/2011	Registered

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>
WEATHERTOP	USA	3962999 / 5/17/2011	Registered
AMERICAN TONNEAU COMPANY	USA	3891591 / 12/14/2010	Registered
TRAILERWARE	USA	4159150 / 6/12/2012	Registered
e-Max Tomo	USA	86083110	Pending
SENTINEL	USA	86074234	Pending
HOUDINI	USA	86074240	Pending

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CHI-1922297v1

**RECORDED: 03/19/2014**

**TRADEMARK  
REEL: 005240 FRAME: 0104**