

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Extang Corporation		07/28/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	American Capital, Ltd., as Administrative Agent		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4525845	E-MAX TONNO	
Serial Number:	86074234	SENTINEL	
Serial Number:	86074240	HOUDINI	
Registration Number:	4159150	TRAILERWARE	
Registration Number:	3891591	AMERICAN TONNEAU COMPANY	
Registration Number:	4054457	FREEDOM CLASSIC-SNAP	
Registration Number:	3962999	WEATHERTOP	
Registration Number:	4054453	FREEDOM TRI-FOLD	
Registration Number:	3927330	ENCORE TONNO	
Registration Number:	3710998	TONNO TONIC	
Registration Number:	3710999	EXTANGRT TONNO	
Registration Number:	3820119	E-Z TILT	
Registration Number:	3305352	EXPRESS TONNO	
Registration Number:	3328341	SOLID FOLD	
Registration Number:	3393515	REVOLUTION TONNO	
Registration Number:	3339530	FREEDOM EZ-ROLL	
Registration Number:	3144425	TRIFECTA	
Registration Number:	3090991	MAX SEAL	
Registration Number:	2710609	TUFF TONNO	
Registration Number:	2634208	FULL-TILT	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2263746	PLATINUM
Registration Number:	2263747	BLACK MAX
Registration Number:	1911255	EXTANG
Registration Number:	1876517	SABER

CORRESPONDENCE DATA

Fax Number: 6179518736
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 6179518000
Email: jennifer.kagan@bingham.com
Correspondent Name: Jennifer Kagan
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Jennifer Kagan
SIGNATURE:	/jenniferkagan/
DATE SIGNED:	07/29/2014

Total Attachments: 8

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Notwithstanding anything herein to the contrary, the Liens granted to the Administrative Agent pursuant to or in connection with this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Credit Agreement referred to below). In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2014, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of American Capital, Ltd., as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 28, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among TA THI Buyer, Inc. ("Buyer" and prior to the Merger (as defined in the Credit Agreement), referred to herein as the "Borrower" and upon and after giving effect to the Merger, Tectum Holdings, Inc. (the "Company") shall succeed to Buyer's rights and obligations as the "Borrower"), TA THI Holdings, Inc., a Delaware corporation ("Holdings"), the other Credit Parties party thereto, American Capital, Ltd., as Administrative Agent for itself as a lender and the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender"), and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of July 28, 2014, in favor of Administrative Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder, consistent with the Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

EXTANG CORPORATION

as Grantor

By: 

Name: William Reminder

Title: Chief Executive Officer and President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005331 FRAME: 0535

ACKNOWLEDGED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.,
as Administrative Agent

By:



Name: Dan Cohn-Sfetcu

Title: Senior Vice President and Managing Director

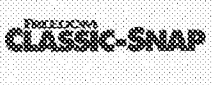

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005331 FRAME: 0536

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status	Owner Name
e-Max Tonno	USPTO	4525845 (86083110)	05/06/2014 (10/04/2013)	Registered	Extang Corporation
SENTINEL	USPTO	(86074234)	(9/25/2013)	Published	Extang Corporation
HOUDINI	USPTO	(86074240)	(9/25/2013)	Published	Extang Corporation
TRAILERWARE	USPTO	4159150 (85382238)	6/12/2012 (7/27/2011)	Registered	Extang Corporation
AMERICAN TONNEAU COMPANY	USPTO	3891591 (77962066)	12/14/2010 (3/18/2010)	Registered	Extang Corporation
	USPTO	4054457 (77947352)	11/15/2011 (3/1/2010)	Registered	Extang Corporation
WeatherTop	USPTO	3962999 (77944472)	5/17/2011 (2/25/2010)	Registered	Extang Corporation
FREEDOM TRI-FOLD	USPTO	4054453 (77944641)	11/15/2011 (2/25/2010)	Registered	Extang Corporation
ENCORE TONNO	USPTO	3927330 (77724948)	3/8/2011 (4/29/2009)	Registered	Extang Corporation
TONNO TONIC	USPTO	3710998 (77511212)	11/17/2009 (6/30/2008)	Registered	Extang Corporation
	USPTO	3710999 (77511248)	11/17/2009 (6/30/2008)	Registered	Extang Corporation
EZTILT	USPTO	3820119 (77511342)	7/20/2010 (6/30/2008)	Registered	Extang Corporation

EXPRESS TONNO	USPTO	3305352 (77019579)	10/9/2007 (10/12/2006)	Registered	Extang Corporation
SOLID FOLD	USPTO	3328341 (77018332)	11/6/2007 (10/11/2006)	Registered	Extang Corporation
REVOLUTION TONNO	USPTO	3393515 (78958224)	3/4/2008 (8/23/2006)	Registered	Extang Corporation
FREEDOM EZ-ROLL	USPTO	3339530 (78850329)	11/20/2007 (3/30/2006)	Registered	Extang Corporation
TUFFCIA	USPTO	3144425 (78572156)	9/19/2006 (2/22/2005)	Registered	Extang Corporation
MAX SEAL	USPTO	3090991 (78320703)	5/9/2006 (10/30/2003)	Registered	Extang Corporation
TUFF TONNO	USPTO	2710609 (76248767)	4/29/2003 (4/24/2001)	Registered	Extang Corporation
FULL-TILT	USPTO	2634208 (76163934)	10/15/2002 (11/8/2000)	Registered	Extang Corporation
PLATINUM	USPTO	2263746 (75423867)	7/20/1999 (1/26/1998)	Registered	Extang Corporation
BLACK MAX	USPTO	2263747 (75423868)	7/20/1999 (1/26/1998)	Registered	Extang Corporation
EXTANG	USPTO	1911255 (74492591)	8/15/1995 (2/22/1994)	Renewed	Extang Corporation
SABER	USPTO	1876517 (74489504)	1/31/1995 (2/14/1994)	Renewed	Extang Corporation
SENTINEL	Canada	(1669540)	(3/25/2014)	Pending	Extang Corporation, a Michigan corporation
E-MAX TONNO	Canada	(1669537)	(3/25/2014)	Pending	Extang Corporation, a Michigan corporation

HOUDINI	Canada	(1669539)	(3/25/2014)	Pending	Extang Corporation, a Michigan corporation
WEATHERTOP	Canada	(1470920)	(2/25/2010)	Pending	Extang Corporation

2. TRADEMARK LICENSES

None.