

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Grant of Security Interest in Trademark and Patent Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ares Capital Corporation, as Administrative Agent		08/24/2016	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TruXedo, Inc.		
<b>Street Address:</b>	2209 Kellen Gross Drive		
<b>City:</b>	Yankton		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57078		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3074760	TRUXPORT	
<b>Registration Number:</b>	2449064	TRUXEDO	
<b>Registration Number:</b>	2449070	TRUXEDO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<i>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.</i>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	08/25/2016		
<b>Total Attachments: 7</b>			
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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST  
IN TRADEMARK AND PATENT RIGHTS**

**THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS** (this "Termination"), is dated as of August 24, 2016 and made by **ARES CAPITAL CORPORATION**, a Maryland corporation, as Administrative Agent, located at 245 Park Avenue, 44th Floor, New York, NY 10167 ("Grantee") to **TRUXEDO, INC.**, a Delaware corporation ("Grantor"), located at 2209 Kellen Gross Drive, Yankton, South Dakota 57078.

**WHEREAS**, pursuant to that certain (i) Trademark Security Agreement, dated as of July 28, 2014, made by the Grantor in favor of the Grantee (the "Trademark Security Agreement") and (ii) Patent Security Agreement, dated as of July 28, 2014, made by the Grantor in favor of the Grantee (the "Patent Security Agreement" and, together with the Trademark Security Agreement, the "Security Agreements"; defined terms used herein without definition shall have the meanings assigned to them in the Security Agreements), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademarks and the Patents (as hereinafter defined);

**WHEREAS**, (i) the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 28, 2014, at Reel 5331 and Frame 0417 and (ii) the Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on July 28, 2014, at Reel 033429 and Frame 0232;

**WHEREAS**, the Obligations under the Loan Agreement have been indefeasibly satisfied in full, the Grantee's obligation to make Credit Extensions under the Loan Agreement have terminated, and Grantee now desires to terminate and release the Security Agreements;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:


1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto. The term "Patents," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the patents listed on Schedule B hereto.

2. Release of Security Interest. Grantee hereby terminates the Security Agreements and terminates, releases and discharges its security interest in the Trademarks and the Patents and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks and the Patents.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

ARES CAPITAL CORPORATION,  
as Administrative Agent and Grantee

By:   
Name: Ian Fitzgerald  
Title: Authorized Signatory

[Signature Page to Termination and Release Of Grant Of Security Interest  
In Trademark and Patent Rights (TruXedo, Inc.)]

TRADEMARK  
REEL: 005863 FRAME: 0909

**SCHEDULE A**  
**TRADEMARKS**

*(see attached)*

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status	Owner Name
TRUXPORT	USPTO	3074760 (78526180)	3/28/2006 (12/2/2004)	Registered	TRUXEDO INC.
TRUXEDO	USPTO	2449064 (76002735)	5/8/2001 (3/17/2000)	Renewed	TRUXEDO INC.
<b>TRUXEDO</b>	USPTO	2449070 (76003599)	5/8/2001 (3/17/2000)	Renewed	TRUXEDO INC.
	Canada	TMA593060 (1113656)	10/24/2003 (8/22/2001)	Registered	TruXedo, Inc.
<b>TRUXEDO</b>	Canada	TMA583522 (1075206)	6/11/2003 (9/15/2000)	Registered	TruXedo, Inc.
TRUXEDO	Canada	TMA579091 (1075207)	4/7/2003 (9/15/2000)	Registered	TruXedo, Inc.
<b>TRUXEDO</b>	Australia	850783 (850783)	9/18/2000	Registered	TruXedo, Inc.
TRUXEDO	Australia	850782 (850782)	9/19/2000	Registered	TruXedo, Inc.

**SCHEDULE B**

**PATENTS**

*(see attached)*

<u>Owner</u>	<u>Patent Description</u>	<u>Country</u>	<u>(App. Number) Publication No. or Reg. No.</u>	<u>(App. Date) Publication or Issued date</u>
Truxedo, Inc.	Tonneau Cover Latch System	Canada	(2823430)	(8/9/2013)
Truxedo, Inc.	Spring Retainer For Tonneau Cover	Canada	(2838618)	(10/26/2012)
Truxedo, Inc.	Hard Roll-Up Tonneau	Canada	(2847718)	(10/12/2012)
Truxedo, Inc.	Bi-Fold Popup Soft Tonneau Cover	Canada	(2688460)	(12/11/2009)
Truxedo, Inc.	Tonneau Cover Cargo Containment Track Rail System	Canada	(2661059)	(3/31/2009)
Truxedo, Inc.	Adapter Rail For Soft Rollup Tonneau Covers	Canada	(2619971)	(1/25/2008)
Truxedo, Inc.	Hard Roll-Up Tonneau	U.S.	(14162013A) 20140159417	(1/3/2014) 6/12/2014
Truxedo, Inc.	Spring Retainer For Tonneau Cover	U.S.	(13660104) 8714622	(10/25/2012) 5/6/2014
Truxedo, Inc.	Hard Roll-Up Tonneau	U.S.	(13649677) 8672388	(10/11/2012) 3/18/2014
Truxedo, Inc.	Tonneau Cover Latch System	U.S.	(13962091) 20140042754	(8/8/2013) 2/13/2014
Truxedo, Inc.	Tonneau Cover Cargo Containment Track Rail System	U.S.	(12414811) 8475096	(3/31/2009) 7/2/2013
Truxedo, Inc.	Bi-Fold Popup Soft Tonneau Cover	U.S.	(12636419) 8308218	(12/11/2009) 11/13/2012
Truxedo, Inc.	Adjustable Toolbox	U.S.	(12983483) 8256820	(1/3/2011) 9/4/2012



<u>Owner</u>	<u>Patent Description</u>	<u>Country</u>	<u>(App. Number) Publication No. or Reg. No.</u>	<u>(App. Date) Publication or Issued date</u>
Truxedo, Inc.	Adjustable Toolbox	U.S.	(12275910) 7887114	(11/21/2008) 2/15/2011
Truxedo, Inc.	Tonneau Cover	U.S.	(11852423) 7828361	(9/10/2007) 11/9/2010
Truxedo, Inc.	Quick Release Clamp For Tonneau Cover	U.S.	(11859744) 7628442	(9/22/2007) 12/8/2009
Truxedo, Inc.	Adapter Rail For Soft Rollup Tonneau Covers	U.S.	(12020211) 7604282	(1/25/2008) 10/20/2009
Truxedo, Inc.	Cover System For Truck Box	U.S.	(10731898) 7445264	(12/9/2003) 11/4/2008
Truxedo, Inc.	Cover System For Truck Box With Tension Control	U.S.	(10001387) 6575520	(10/31/2001) 6/10/2003
Truxedo, Inc.	Cover System For Truck Box With Fastening Means	U.S.	(10001384) 6568740	(10/31/2001) 5/27/2003
Truxedo, Inc.	Spring Retainer For Tonneau Cover	PCT	PCT/US2012/062192	10/26/2012
Truxedo, Inc.	Hard Roll-Up Tonneau	PCT	PCT/US2012/060064	10/12/2012