

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396756

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|---------------------------|
| Extang Corporation | | 08/24/2016 | Corporation: MICHIGAN |
| TruXedo, Inc. | | 08/24/2016 | Corporation: DELAWARE |
| BedRug, Inc. | | 08/24/2016 | Corporation: DELAWARE |
| Undercover, Inc. | | 08/24/2016 | Corporation: DELAWARE |
| Laurmark Enterprises, Inc. | | 08/24/2016 | Corporation: TEXAS |
| A.R.E. Accessories, LLC | | 08/24/2016 | Corporation: DELAWARE |
| RealTruck, Inc. | | 08/24/2016 | Corporation: NORTH DAKOTA |
| Auto Customs, LLC | | 08/24/2016 | Corporation: DELAWARE |
| Lazer Lite Covers, LLC | | 08/24/2016 | Corporation: FLORIDA |
| Retrax Holdings, LLC | | 08/24/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | JPMORGAN CHASE BANK, N.A., as Collateral Agent |
| Street Address: | 10 S. Dearborn |
| Internal Address: | 7th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 66

| 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 |

CH \$1665.00 2263747

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 3328341 | SOLID FOLD |
| Registration Number: | 3144425 | TRIFECTA |
| Registration Number: | 2710609 | TUFF TONNO |
| Registration Number: | 3710998 | TONNO TONIC |
| 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 |
| Registration Number: | 3962999 | WEATHERTOP |
| Registration Number: | 4159150 | TRAILERWARE |
| Registration Number: | 4525845 | E-MAX TONNO |
| Registration Number: | 4969226 | TONNEAU AUTHORITY |
| Registration Number: | 4345188 | TRUCK LUGGAGE |
| Registration Number: | 4669411 | TRUCK LUGGAGE |
| Registration Number: | 2449064 | TRUXEDO |
| Registration Number: | 2449070 | TRUXEDO |
| Registration Number: | 3074760 | TRUXPORT |
| Registration Number: | 2569308 | BEDRUG |
| Registration Number: | 3406511 | SPORT LINER |
| Registration Number: | 3871312 | BEDTRED |
| Registration Number: | 4871563 | MUD READY |
| Registration Number: | 3463844 | SWINGCASE |
| Registration Number: | 3904016 | BAKFLIP |
| Registration Number: | 4905941 | REVOLVERX2 |
| Registration Number: | 4356530 | FOLD-N-LOCK |
| Registration Number: | 3532122 | ARE |
| Registration Number: | 3532123 | A ARE |
| Registration Number: | 3156486 | |
| Registration Number: | 3248315 | THE TOP LINE FOR YOUR TRUCK |
| Registration Number: | 3057834 | A.R.E. |
| Registration Number: | 3143510 | LSX SERIES |
| Registration Number: | 3079181 | LSII SERIES |
| Registration Number: | 3073224 | Z SERIES |
| Registration Number: | 3084940 | MX SERIES |
| Registration Number: | 3073226 | CX SERIES |
| Registration Number: | 2634580 | REALTRUCK.COM |
| Registration Number: | 2894957 | REALTRUCK |

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 3873476 | R REALTRUCK.COM |
| Registration Number: | 4391167 | IONIC AUTOMOTIVE |
| Registration Number: | 4551226 | LAZERLITE |
| Registration Number: | 2607135 | NASTA |
| Registration Number: | 3891591 | AMERICAN TONNEAU COMPANY |
| Registration Number: | 4898630 | BIZON |
| Registration Number: | 4898632 | BIZON |
| Serial Number: | 86731370 | UNDERCOVER |
| Serial Number: | 86955225 | RETRAX |
| Serial Number: | 87023081 | B BAK |
| Serial Number: | 87023043 | BAK INDUSTRIES |
| Serial Number: | 87023094 | BAK |
| Serial Number: | 86853863 | TRUXEDO |
| Serial Number: | 86896178 | AMERICAN TONNEAU COMPANY |
| Serial Number: | 86633542 | OUTFIT FOR WORK |
| Serial Number: | 86633506 | OUTFIT FOR LIFE |
| Serial Number: | 86633448 | DCU SERIES |
| Serial Number: | 86967830 | AUTOCUSTOMS |
| Serial Number: | 87017998 | HAVOC OFFROAD |

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5106

Email: jnull@stblaw.com

Correspondent Name: Amber Harezlak

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 509265/1955 |
| NAME OF SUBMITTER: | J. Jason Mull |
| SIGNATURE: | /J. Jason Mull/ |
| DATE SIGNED: | 08/30/2016 |

Total Attachments: 10

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of August 24, 2016, is made by the Grantors identified on the signature page below (each, a “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., as the collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties. Unless otherwise defined herein, terms defined in the Security Agreement (as defined below) and used herein have the meaning given to them in the Security Agreement.

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of August 24, 2016, by and among, *inter alios*, TA THI Holdings, Inc. (“**Holdings**”), Tectum Holdings, Inc. (“**Borrower**”), the Lenders from time to time party thereto and the Collateral Agent, as administrative agent and collateral agent for the Lenders, and the other agents and parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor is party to a First Lien Security Agreement, dated as of August 24, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Holdings, Borrower, each Grantor, the other Subsidiary Grantors party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in all Intellectual Property, including the Trademarks (as defined below), and is required to execute and deliver this Agreement;

WHEREAS, the Collateral Agent is party to an Intercreditor Agreement, dated as of August 24, 2016 (the “**Intercreditor Agreement**”), which was acknowledged and agreed by the Borrower and each Grantor; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of such Grantor’s right, title and interest in and to all of the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without

limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all Trademark registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including the registrations and applications set forth on Schedule A annexed hereto);

(iii) all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof;

(iv) the goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(v) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing; and

(vi) all Proceeds thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, Security Agreement and the Intercreditor Agreement. All of the terms of the Credit Agreement, the Security Agreement and the Intercreditor Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement or the Intercreditor Agreement, the provisions of the Security Agreement or the Intercreditor Agreement (as applicable) shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION

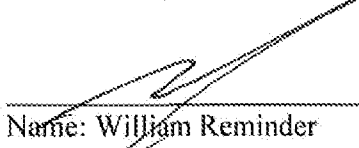
OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

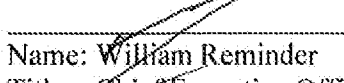
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

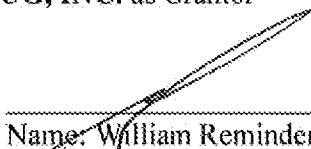
EXTANG CORPORATION as Grantor

By: 
Name: William Reminder
Title: Chief Executive Officer and President

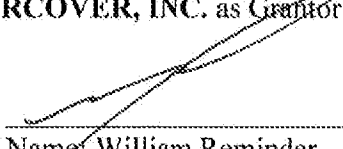
TRUXEDO, INC. as Grantor

By: 
Name: William Reminder
Title: Chief Executive Officer and President

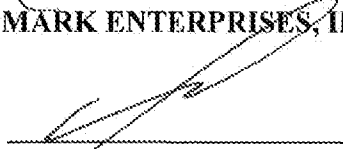
BEDRUG, INC. as Grantor

By: 
Name: William Reminder
Title: Chief Executive Officer and President

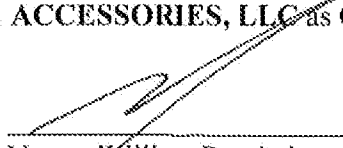
UNDERCOVER, INC. as Grantor

By: 
Name: William Reminder
Title: Chief Executive Officer

LAURMARK ENTERPRISES, INC. as Grantor

By: 
Name: William Reminder
Title: Chief Executive Officer and President

A.R.E. ACCESSORIES, LLC as Grantor

By: 
Name: William Reminder
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

REAL TRUCK, INC. as Grantor

By: _____

Name: William Reminder
Title: Vice President

AUTO CUSTOMS, LLC as Grantor

By: _____

Name: William Reminder
Title: Vice President

LAZER LITE, LLC as Grantor

By: _____

Name: William Reminder
Title: Vice President


RETRAX HOLDINGS, LLC as Grantor

By: _____

Name: William Reminder
Title: Chief Executive Officer and President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Robert D. Bryant
Title: Executive Director

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

| Registered Owner | Mark | Registration No.. | Jurisdiction |
|-------------------------|-------------------------------|--------------------------|---------------------|
| Extang Corporation | BLACK MAX | 2263747 | U.S. |
| Extang Corporation | EXPRESS TONNO | 3305352 | U.S. |
| Extang Corporation | EXTANG | 1911255 | U.S. |
| Extang Corporation | FREEDOM EZ-ROLL (Stylized) | 3339530 | U.S. |
| Extang Corporation | FULL-TILT | 2634208 | U.S. |
| Extang Corporation | MAX SEAL | 3090991 | U.S. |
| Extang Corporation | PLATINUM | 2263746 | U.S. |
| Extang Corporation | REVOLUTION TONNO | 3393515 | U.S. |
| Extang Corporation | SABER | 1876517 | U.S. |
| Extang Corporation | SOLID FOLD | 3328341 | U.S. |
| Extang Corporation | TRIFECTA (Stylized) | 3144425 | U.S. |
| Extang Corporation | TUFF TONNO | 2710609 | U.S. |
| Extang Corporation | TONNO TONIC | 3710998 | U.S. |
| Extang Corporation | FREEDOM CLASSIC- SNAP | 4054457 | U.S. |
| Extang Corporation | E-ZTILT | 3820119 | U.S. |
| Extang Corporation | FREEDOM TRI-FOLD | 4054453 | U.S. |
| Extang Corporation | EXTANGRT TONNO | 3710999 | U.S. |
| Extang Corporation | ENCORE TONNO | 3927330 | U.S. |
| Extang Corporation | WEATHERTOP | 3962999 | U.S. |

| | | | |
|-------------------------------|-----------------------------------|---------|------|
| Extang Corporation | TRAILERWARE | 4159150 | U.S. |
| Extang Corporation | e-MAX TONNO | 4525845 | U.S. |
| Extang Corporation | TONNEAU AUTHORITY | 4969226 | U.S. |
| Extang Corporation | TRUCK LUGGAGE | 4345188 | U.S. |
| Extang Corporation | TRUCK LUGGAGE (DESIGN) | 4669411 | U.S. |
| TruXedo, Inc. | TRUXEDO | 2449064 | U.S. |
| TruXedo, Inc. | TRUXEDO (Design) | 2449070 | U.S. |
| TruXedo, Inc. | TRUXPORT | 3074760 | U.S. |
| BedRug, Inc. | BEDRUG | 2569308 | U.S. |
| BedRug, Inc. | SPORT LINER | 3406511 | U.S. |
| BedRug, Inc. | BEDTRED | 3871312 | U.S. |
| BedRug, Inc. | MUD READY | 4871563 | U.S. |
| Undercover, Inc. | SWINGCASE | 3463844 | U.S. |
| Laurmark Enterprises, Inc. | BAKFLIP (word) | 3904016 | U.S. |
| Laurmark Enterprises, Inc. | REVOLVER X2 | 4905941 | U.S. |
| Laurmark Enterprises, Inc. | FOLD-N-LOCK (word) | 4356530 | U.S. |
| A.R.E. Accessories, LLC | ARE (Stylized) | 3532122 | U.S. |
| A.R.E. Accessories, LLC | A ARE | 3532123 | U.S. |
| A.R.E. Accessories, LLC | Design Only (Truck cap handle) | 3156486 | U.S. |

| | | | |
|-------------------------|------------------------------|---------|------|
| A.R.E. Accessories, LLC | THE TOP LINE FOR YOUR TRUCK | 3248315 | U.S. |
| A.R.E. Accessories, LLC | A.R.E. | 3057834 | U.S. |
| A.R.E. Accessories, LLC | LSX SERIES | 3143510 | U.S. |
| A.R.E. Accessories, LLC | LSII SERIES | 3079181 | U.S. |
| A.R.E. Accessories, LLC | Z SERIES | 3073224 | U.S. |
| A.R.E. Accessories, LLC | MX SERIES | 3084940 | U.S. |
| A.R.E. Accessories, LLC | CX SERIES | 3073226 | U.S. |
| RealTruck, Inc. | REALTRUCK.COM | 2634580 | U.S. |
| RealTruck, Inc. | REALTRUCK | 2894957 | U.S. |
| RealTruck, Inc. | R REALTRUCK.COM (and Design) | 3873476 | U.S. |
| Auto Customs, LLC | IONIC AUTOMOTIVE | 4391167 | U.S. |
| Lazer Lite Covers, LLC | LAZERLITE | 4551226 | U.S. |
| Auto Customs, LLC | NASTA | 2607135 | U.S. |
| Extang Corporation | AMERICAN TONNEAU COMPANY | 3891591 | U.S. |
| RealTruck, Inc. | BIZON | 4898630 | U.S. |
| RealTruck, Inc. | BIZON | 4898632 | U.S. |

Applications

| <u>Registered Owner</u> | <u>Mark</u> | <u>Application No.</u> | <u>Jurisdiction</u> |
|----------------------------|------------------|------------------------|---------------------|
| Undercover, Inc. | UNDERCOVER | 86/731,370 | U.S. |
| Retrax Holdings, LLC | RETRAX | 86/955,225 | U.S. |
| Laurmark Enterprises, Inc. | B BAK AND DESIGN | 87/023,081 | U.S. |

| | | | |
|----------------------------|--------------------------|------------|------|
| Laurmark Enterprises, Inc. | BAK INDUSTRIES | 87/023,043 | U.S. |
| Laurmark Enterprises, Inc. | BAK | 87/023,094 | U.S. |
| TruXedo, Inc. | TRUXEDO (Stylized) | 86/853,863 | U.S. |
| Extang Corporation | AMERICAN TONNEAU COMPANY | 86/896,178 | U.S. |
| A.R.E. Accessories, LLC | OUTFIT FOR WORK | 86/633,542 | U.S. |
| A.R.E. Accessories, LLC | OUTFIT FOR LIFE | 86/633,506 | U.S. |
| A.R.E. Accessories, LLC | DCU SERIES | 86/633,448 | U.S. |
| Auto Customs, LLC | AUTOCUSTOMS | 86/967,830 | U.S. |
| Auto Customs, LLC | HAVOC OFFROAD | 87/017,998 | U.S. |

Licenses under which a Grantor is an Exclusive Licensee of a Registered or Applied for Trademark:

None.