

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM428325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL/FRAME NO. 5331/0556		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.)		04/21/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BEDRUG, INC.		
Street Address:	635 OLD HICKORY BLVD.		
City:	OLD HICKORY		
State/Country:	TENNESSEE		
Postal Code:	37138		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3871312	BEDTRED	
Registration Number:	3412640	BEDRUG PLUS	
Registration Number:	3406511	SPORT LINER	
Registration Number:	2569308	BEDRUG	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Phone:	7147558290		
Email:	kristin.azcona@lw.com, IPDOCKET@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038507-0595		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	05/20/2017		
Total Attachments: 4			

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**TERMINATION AND RELEASE OF
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS**

SECOND LIEN TERMINATION AND RELEASE dated as of April 21, 2017, from ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.), as administrative agent (the "Administrative Agent") to BEDRUG, INC. ("Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement or, if not defined therein, then in the Security Agreement (each as defined below).

WITNESSETH:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of July 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among TA THI Holdings, Inc., Tectum Holdings, Inc., the Grantor, the other Grantors party thereto and Administrative Agent, the Grantor was required to execute and deliver that certain Trademark Security Agreement dated as of July 28, 2014, among Administrative Agent and the Grantor (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, 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, mortgaged, pledged and hypothecated to Administrative Agent for the benefit of the Secured Parties, and granted 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 (collectively, 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 A 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;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 29, 2014 at Reel 5331 and Frame 0556.

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Lien on and security interest in the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges, without recourse, representation or warranty, all of its Lien on and security interest in the Grantor's Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in, to or under such Trademark Collateral (without recourse, warranty or representation of any kind), and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Lien and security interest contemplated hereby. The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Termination and Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency in order to memorialize the release of the Lien and security interest of the Administrative Agent in the Trademark Collateral.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.)

By: Michael L. Smith
Name: Michael L. Smith
Title: Authorized Signatory

TRADEMARK

REEL: 006064 FRAME: 0834

SCHEDULE A
Trademarks

Trademark	Country	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	Status	Owner Name
BEDTRED	USPTO	3871312 (77791878)	11/2/2010 (7/29/2009)	Registered	BedRug, Inc.
BEDRUG PLUS	USPTO	3412640 (78416418)	4/15/2008 (5/11/2004)	Registered	BedRug, Inc.
SPORT LINER	USPTO	3406511 (78412138)	4/1/2008 (5/3/2004)	Registered	BedRug, Inc.
BEDRUG	USPTO	2569308 (76074350)	5/14/2002 (6/21/2000)	Renewed	BedRug, Inc.
SPORT LINER	Canada	TMA738495 (1236808)	4/21/2009 (11/3/2004)	Registered	BedRug, Inc.
BEDRUG	Canada	TMA611318 (1148887)	5/27/2004 (8/6/2002)	Registered	BedRug, Inc.
SPORT LINER	Mexico	1043489 (894494)	5/30/2008 (11/8/2007)	Registered	BedRug, Inc.
BEDRUG	Mexico	778114 (581895)	1/31/2003 (12/19/2002)	Registered	BedRug, Inc.
BEDRUG	Community Trademarks	2800563 (2800563)	6/16/2004 (8/6/2002)	Registered	BedRug, Inc.
BEDRUG	Community Trademarks	2626281 (2626281)	8/20/2004 (3/22/2002)	Registered	BedRug, Inc.
BEDRUG	Australia	906757 (906757)	3/19/2002	Registered	BedRug, Inc.
BEDRUG	New Zealand	654206	9/26/2002	Registered	BedRug, Inc.
BEDRUG	South Africa	200712346	7/02/2007	Pending	BedRug, Inc.

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