

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL/FRAME NO. 5331/0530

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:	EXTANG CORPORATION
Street Address:	5400 SOUTH STATE ROAD
City:	ANN ARBOR
State/Country:	MICHIGAN
Postal Code:	48108
Entity Type:	Corporation: MICHIGAN

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4525845	E-MAX TONNO
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	FULLTILT

OP \$615.00 4525845

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2263746	PLATINUM
Registration Number:	2263747	BLACK MAX
Registration Number:	1911255	EXTANG
Registration Number:	1876517	SABER
Serial Number:	86074234	SENTINEL
Serial Number:	86074240	HOUDINI

CORRESPONDENCE DATA

Fax Number: 7147558290
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: 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: 6
source=EXTANG - AC TRADEMARK RELEASE#page1.tif
source=EXTANG - AC TRADEMARK RELEASE#page2.tif
source=EXTANG - AC TRADEMARK RELEASE#page3.tif
source=EXTANG - AC TRADEMARK RELEASE#page4.tif
source=EXTANG - AC TRADEMARK RELEASE#page5.tif
source=EXTANG - AC TRADEMARK RELEASE#page6.tif

**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 EXTANG CORPORATION ("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 0530.

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 Smith
Name: Michael L. Smith
Title: Authorized Signatory

**SCHEDULE A
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
FREEDOM CLASSIC-SNAP	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
EXTANG RT TONNO	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
TRIFECTA	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
------------	--------	-----------	-------------	---------	-----------------------