

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL/FRAME NO. 5889/0043

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:	HUSKY LINERS, INC.
Street Address:	5400 SOUTH STATE ROAD
Internal Address:	C/O TECTUM HOLDINGS, INC.
City:	ANN ARBOR
State/Country:	MICHIGAN
Postal Code:	48108
Entity Type:	Corporation: MICHIGAN

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1666635	HUSKY LINERS
Registration Number:	2417424	HUSKY
Registration Number:	3402422	HUSKYSHIELD
Registration Number:	3438453	LOGO-READY
Registration Number:	3525421	GEARBOX
Registration Number:	3768680	FOR THE JUNK IN YOUR TRUNK
Registration Number:	4302976	THE MAKERS OF THE ORIGINAL FLOOR LINER
Registration Number:	4515049	FIELD VAC
Registration Number:	4568518	X-ACT CONTOUR
Registration Number:	4822778	DO WHAT YOU DO
Registration Number:	5003985	FORMFIT DESIGN
Registration Number:	5003986	FORMFIT EDGE
Registration Number:	5003987	DURAGRIP
Serial Number:	86126350	VEHICLE ARMOR
Serial Number:	87001033	ACTION ACCESSORIES

CORRESPONDENCE DATA

TRADEMARK

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
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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SIGNATURE:	/KJA/
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DATE SIGNED:	05/20/2017
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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 HUSKY LINERS, 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 September 30, 2016, 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");

- q) 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;
- r) all renewals and extensions of the foregoing;
- s) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- t) 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 September 30, 2016 at Reel 5889 and Frame 0043.

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

**SCHEDULE A
Trademarks**

1. REGISTERED TRADEMARKS

Grantor	Title	Jurisdiction	App. No.	Reg. No.
Husky Liners, Inc.	HUSKY LINERS	United States	74139811	1,666,635
Husky Liners, Inc.	HUSKY	United States	75874325	2,417,424
Husky Liners, Inc.	HUSKYSHIELD	United States	77018475	3,402,422
Husky Liners, Inc.	LOGO-READY	United States	77012222	3,438,453
Husky Liners, Inc.	GEARBOX	United States	77316537	3,525,421
Husky Liners, Inc.	FOR THE JUNK IN YOUR TRUNK	United States	77611731	3,768,680
Husky Liners, Inc.	THE MAKERS OF THE ORIGINAL FLOOR LINER	United States	85562964	4,302,976
Husky Liners, Inc.	FIELD VAC	United States	85437898	4,515,049
Husky Liners, Inc.	X-ACT CONTOUR	United States	85125747	4,568,518
Husky Liners, Inc.	DO WHAT YOU DO	United States	86126352	4,822,778
Husky Liners, Inc.	FORMFIT DESIGN	United States	86398336	5,003,985
Husky Liners, Inc.	FORMFIT EDGE	United States	86398350	5,003,986
Husky Liners, Inc.	DURAGRIP	United States	86398375	5,003,987

2. TRADEMARK APPLICATIONS

Grantor	Title	Jurisdiction	App. No.
Husky Liners, Inc.	VEHICLE ARMOR	United States	86126350
Husky Liners, Inc.	ACTION ACCESSORIES	United States	87001033