

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428320

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL/FRAE NO. 5866/0286

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		04/21/2017	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	EXTANG CORPORATION
<b>Street Address:</b>	5400 SOUTH STATE ROAD
<b>City:</b>	ANN ARBOR
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48108
<b>Entity Type:</b>	Corporation: MICHIGAN
<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>Name:</b>	BEDRUG, INC.
<b>Street Address:</b>	635 OLD HICKORY BLVD.
<b>City:</b>	OLD HICKORY
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37138
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	UNDERCOVER, INC.
<b>Street Address:</b>	59 ABSOLUTE DRIVE
<b>Internal Address:</b>	PO BOX 620
<b>City:</b>	ROGERSVILLE
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	65742
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	LAURMARK ENTERPRISES, INC.
<b>Street Address:</b>	720 JESSIE STREET

TRADEMARK

<b>City:</b>	SAN FERNANDO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91340
<b>Entity Type:</b>	Corporation: TEXAS
<b>Name:</b>	A.R.E. ACCESSORIES, LLC
<b>Street Address:</b>	400 NAVE ROAD, S.E.
<b>Internal Address:</b>	PO BOX 1100
<b>City:</b>	MASSILLON
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44648
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	REALTRUCK, INC.
<b>Street Address:</b>	PO BOX 2195
<b>City:</b>	JAMESTOWN
<b>State/Country:</b>	NORTH DAKOTA
<b>Postal Code:</b>	58402
<b>Entity Type:</b>	Corporation: NORTH DAKOTA
<b>Name:</b>	AUTO CUSTOMS, LLC
<b>Street Address:</b>	2303 SE 17TH STREET
<b>Internal Address:</b>	SUITE 102
<b>City:</b>	OCALA
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34471
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	LAZER LITE COVERS
<b>Street Address:</b>	2303 SE 17TH STREET
<b>Internal Address:</b>	SUITE 102
<b>City:</b>	OCALA
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34471
<b>Entity Type:</b>	Limited Liability Company: FLORIDA
<b>Name:</b>	RETRAX HOLDINGS, LLC
<b>Street Address:</b>	917 S 46TH STREET
<b>City:</b>	GRAND FORKS
<b>State/Country:</b>	NORTH DAKOTA
<b>Postal Code:</b>	58201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**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	FULLTILT
Registration Number:	3090991	MAX SEAL
Registration Number:	2263746	PLATINUM
Registration Number:	3393515	REVOLUTION TONNO
Registration Number:	1876517	SABER
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	

Property Type	Number	Word Mark
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
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: 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

<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA
<b>SIGNATURE:</b>	/kja/
<b>DATE SIGNED:</b>	05/20/2017
<b>Total Attachments: 9</b> source=(21472215)_ (1)_THI TM release#page1.tif source=(21472215)_ (1)_THI TM release#page2.tif source=(21472215)_ (1)_THI TM release#page3.tif source=(21472215)_ (1)_THI TM release#page4.tif source=(21472215)_ (1)_THI TM release#page5.tif source=(21472215)_ (1)_THI TM release#page6.tif source=(21472215)_ (1)_THI TM release#page7.tif source=(21472215)_ (1)_THI TM release#page8.tif source=(21472215)_ (1)_THI TM release#page9.tif	

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

FIRST LIEN TERMINATION AND RELEASE dated as of April 21, 2017, from JPMORGAN CHASE BANK, N.A., as collateral agent (the "Agent") to each of the Grantors identified on Schedule B hereto (each, a "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 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 TA THI Holdings, Inc., Tectum Holdings, Inc., each Grantor, the other Subsidiary Grantors party thereto and the Agent, each Grantor granted a security interest (the "Security Interest") to the Agent in certain collateral, including all Intellectual Property;

WHEREAS, pursuant to that certain First Lien Trademark Security Agreement dated as of August 24, 2016, among the Agent and certain of the Grantors (the "Trademark Security Agreement"), each Grantor pledged, collaterally assigned and granted to the Agent, for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of the 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 then owned or existing or thereafter 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 thereafter 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 had been or may thereafter have been 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, then or thereafter 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.

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 30, 2016 at Reel 5866 and Frame 0286.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agent hereby terminates, releases and discharges, without recourse, representation or warranty, with respect to each Grantor, all of its Security Interest in such Grantor's Trademark Collateral, and re-assigns to such Grantor any and all right, title or interest it may have in or to such Trademark Collateral (without recourse, warranty or representation of any kind), and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. The 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 Security Interest contemplated hereby. The Agent hereby authorizes the Grantors, or the Grantors' 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 Security Interest of the 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.

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

By:   
Name: Gene Riego de Dios  
Title: Executive Director



**SCHEDULE A  
Trademarks**

See attached.

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

<b>Registered Owner</b>	<b>Mark</b>	<b>Registration No..</b>	<b>Jurisdiction</b>
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.

**SCHEDULE B**  
**Grantors**

Extang Corporation  
Truxedo, Inc.  
Bedrug, Inc.  
Undercover, Inc.  
Laurmark Enterprises, Inc.  
A.R.E. Accessories, LLC  
Real Truck, Inc.  
Auto Customs, LLC  
Lazer Lite, LLC  
Retrax Holdings, LLC