

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------|----------------|
| BedRug, Inc. | 04/03/2009 |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------|
| Name: | MFC Capital Funding, Inc. |
| Street Address: | 111 S. Wacker Drive |
| Internal Address: | Suite 5050 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |

PROPERTY NUMBERS Total: 2

| Property Type | Number |
|----------------|---------|
| Patent Number: | 5007670 |
| Patent Number: | 5806909 |

CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-258-5724
 Email: cbollinger@schiffhardin.com
 Correspondent Name: Chris L. Bollinger
 Address Line 1: P.O. Box 06079
 Address Line 2: Schiff Hardin LLP
 Address Line 4: Chicago, ILLINOIS 60606-0079

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| ATTORNEY DOCKET NUMBER: | 32231-0023 |
|-------------------------|------------|

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| NAME OF SUBMITTER: | Chris L. Bollinger |
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Total Attachments: 7
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**PATENT
 REEL: 022542 FRAME: 0936**

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April 3, 2009, is made by **BedRug, Inc.**, a Delaware corporation (the "Company"), in favor of **MFC Capital Funding, Inc.**, a Minnesota corporation, as agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

RECITALS

WHEREAS, the Company, Extang Corporation, a Michigan corporation (and successor by merger to Tectum Acquisition, Inc., a Michigan corporation) ("Extang"), TruXedo, Inc., a Delaware corporation ("TruXedo" and, together with the Company and Extang, collectively, the "Borrowers" and, individually, a "Borrower"), Tectum Holdings, Inc., a Delaware corporation (the "Parent" and, together with the Borrowers, collectively, the "Obligors" and, individually, an "Obligor"), the Lenders and the Agent are parties to a Credit Agreement dated as of November 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans to the Borrowers;

WHEREAS, (a) the Company and the Agent are parties to a Joinder Agreement dated as of April 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Joinder Agreement"), and (b) the Obligors and the Agent are parties to (i) a Security Agreement dated as of November 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) a Patent, Copyright, License and Trademark Security Agreement dated as of November 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Joinder Agreement, the Security Agreement and the IP Security Agreement, the Company has granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions and continuations-in-part thereof, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof, all rights to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions and continuations-in-part thereof, all rights to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world;
- (2) all license agreements with any other Person or Persons with respect to any patents and patent applications, whether the Company is a licensor or licensee under any such license agreements, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Patent Collateral");

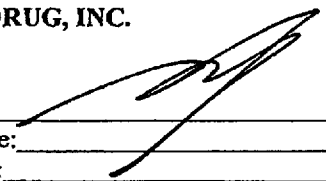
provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the IP Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Agent, for the benefit of itself and the Lenders, pursuant to the Joinder Agreement, the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Joinder Agreement, the Security Agreement or the IP Security Agreement, the Joinder Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent and each Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Joinder Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BEDRUG, INC.

By: 
Name: _____
Title: _____

Acknowledged and agreed to:

MFC CAPITAL FUNDING, INC., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BEDRUG, INC.

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

MFC CAPITAL FUNDING, INC., as Agent

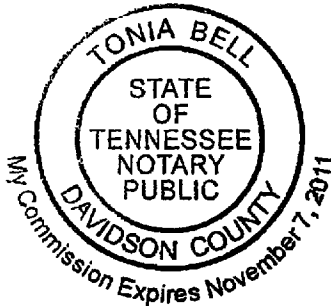
By: Thomas G. Karle
Name: Thomas G. Karle
Title: Managing Director

STATE OF TN)
COUNTY OF Davidson) SS.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that William J. Remondor personally known to me to be the CEO of BedRug, Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 1 day of April, 2009.

(NOTARIAL SEAL)



Tonia Bell

Notary Public

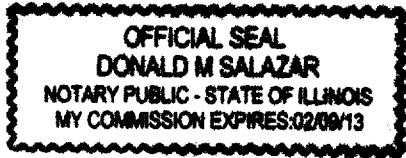
My Commission Expires: Nov. 7, 2011

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Thomas G. Karle, personally known to me to be the Managing Director of MFC Capital Funding, Inc., a Minnesota corporation, personally known to me to be the same person whose name is subscribed to the foregoing Patent Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 3rd day of April, 2009.

(NOTARIAL SEAL)



Donald M. Salazar
Notary Public

My Commission Expires: 2-9-2013

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Patents

| Title | Country | Status | Patent No. | Grant Date/ Filing Date |
|--|---------|---------|------------|----------------------------|
| Removable and adjustable fittable vehicle bed liner assembly | U.S. | Granted | 5007670 | 4/16/1991 10/31/1989 |
| Removable bed liner; for covering a cargo area of a vehicle pickup truck | U.S. | Granted | 5806909 | 9/15/1998 4/29/1996 |

Patent Applications

None.