

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
E.D. Industries, Inc.	06/23/2010
RECEIVING PARTY DATA	
Name:	Undercover, Inc.
Street Address:	59 Absolute Drive
City:	Rogersville
State/Country:	MISSOURI
Postal Code:	65742
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6547310
Patent Number:	6857683
Patent Number:	D424509
Application Number:	12069060
Application Number:	12354330
Application Number:	12498088
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-862-2000
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Correspondent Name:	c/o Kirkland & Ellis LLP
Address Line 1:	300 N. LaSalle Street, 28th Floor
Address Line 2:	c/o Christine Casey
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	40462-8 CAC

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PATENT
REEL: 024611 FRAME: 0420

NAME OF SUBMITTER:

Christine Casey

Total Attachments: 5

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("*Assignment*") is entered into as of June 23, 2010 by **E. D. Industries, Inc.**, a Missouri corporation ("*Assignor*") in favor of **Undercover, Inc.**, a Delaware corporation ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the patents and patent applications identified and set forth on Schedule A attached hereto, (the "*Patents*");

WHEREAS, Assignor, Assignee, THI-Undercover Holdings, LLC and Steven D. Brallier, the sole shareholder of Assignor, are parties to the Asset Purchase Agreement, dated June 23, 2010 (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee and its affiliates have purchased, certain assets of Assignor, including, without limitation, the Patents; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Patents, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions, continuations-in-part and counterparts thereof, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall execute and deliver Assignee, its successors and assigns, and their legal representatives any and all documents as Assignee or any such other person or entity may reasonably request to effectuate the purposes of this Assignment, including in connection with perfection of the title to the Patent, and Assignor shall communicate with Assignee,

its successors and assigns, such facts relating to the Patents or the history thereof as it may be known.

4. Assignor hereby represents, warrants and covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

E. D. INDUSTRIES, INC.

By: 

Name: Steven Dale Brallier

Title: President

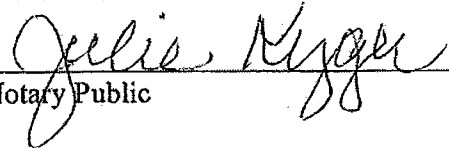
STATE OF MISSOURI)

) ss.

COUNTY OF GREENE)

On this 18th day of June, 2010, before me, a Notary Public in and for said State, personally appeared STEVE BRALLIER, to me known to be the person described in and who executed the within Patent Assignment and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.


Notary Public

My commission expires: 12/15/10

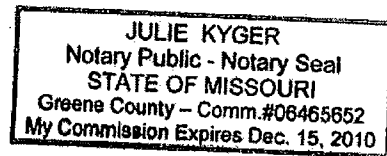
Acknowledgement:

UNDERCOVER, INC.

By: _____

Name: William Reminder

Title: Chief Executive Officer



IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

E. D. INDUSTRIES, INC.

By: _____
Name: Steven Dale Brallier
Title: President

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this _____ day of _____, 2010, before me, a Notary Public in and for said State, personally appeared _____, to me known to be the person described in and who executed the within Patent Assignment and acknowledged that they executed the same for the purposes therein stated.

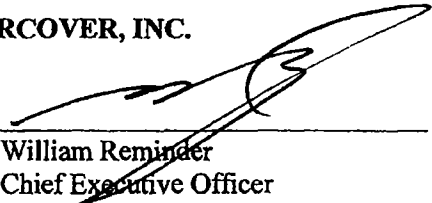
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.

Notary Public

My commission expires: _____.

Acknowledgement:

UNDERCOVER, INC.

By: 
Name: William Reminder
Title: Chief Executive Officer

Schedule A
to Patent Assignment

PATENTS AND PATENT APPLICATIONS

Title	Status	Serial No./App. No.	Patent No./ Pub. No.	Filing Date	Issue Date/Pub. Date	Owner
Truck Bed Cover	Granted	09184271	6547310	10/31/1998	4/15/2003	E.D. Industries, Inc.
Truck Bed Cover	Granted	10391113	6857683	3/18/2003	2/22/2005	E.D. Industries, Inc.
Truck Bed Cover	Granted	29078780	D424509	10/31/1997	5/9/2000	E.D. Industries, Inc.
Truck Tool Box and Hinge System	Pending	12/069060	US2009/0200350	2/7/2008	8/13/2009	E.D. Industries, Inc.
Truck Tool Box and Hinge System	Pending	12/354330	US2009/0200351	1/15/2009	8/13/2009	E.D. Industries, Inc.
Truck Bed Cover	Allowed 5/17/2010	12/498088	Reissue Patent Application for 6547310	7/6/2009		E.D. Industries, Inc.

[NOTE TO SELLER: PLEASE LIST ANY UNPUBLISHED PENDING PATENT APPLICATION.]