

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Undercover, Inc.	06/23/2010
RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
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	
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Address Line 2:	Patent Dept., Attn. Allan A. Fanucci
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3817

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PATENT
REEL: 024626 FRAME: 0775

CH \$240.00 6547310

ATTORNEY DOCKET NUMBER:	6737.117
NAME OF SUBMITTER:	Allan A. Fanucci
Total Attachments: 6 source=6737-117 - Patent Security Agreement - Undercover (2)#page1.tif source=6737-117 - Patent Security Agreement - Undercover (2)#page2.tif source=6737-117 - Patent Security Agreement - Undercover (2)#page3.tif source=6737-117 - Patent Security Agreement - Undercover (2)#page4.tif source=6737-117 - Patent Security Agreement - Undercover (2)#page5.tif source=6737-117 - Patent Security Agreement - Undercover (2)#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 23, 2010, is made by Undercover, Inc., a Delaware corporation ("Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the Patents listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 23, 2010 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Tectum Holdings, Inc., as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 23, 2010 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Patent (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Patent and Patent application listed on Schedule 1 hereto;

(b) each Patent License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent listed on Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License listed on Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power

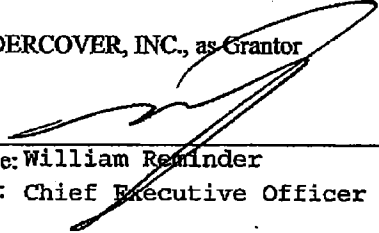
and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

UNDERCOVER, INC., as Grantor

By: 
Name: William Reminder
Title: Chief Executive Officer

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as
Agent

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

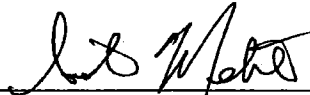
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

UNDERCOVER, INC., as Grantor

By: _____
Name:
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Sunil Mehta
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
Patent Security Agreement

PATENT REGISTRATIONS AND APPLICATIONS

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

PATENT LICENSES

None.