

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2775949

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNDERCOVER, INC.	03/12/2014
RECEIVING PARTY DATA		
Name:	AMERICAN CAPITAL, LTD.	
Street Address:	2 BETHESDA METRO CENTER	
Internal Address:	14TH FLOOR	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20814	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	RE41724
	Patent Number:	D424509
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(216) 586-7021	
Email:	dpuljic@jonesday.com	
Correspondent Name:	DANIEL PULJIC / JONES DAY	
Address Line 1:	901 LAKESIDE AVENUE	
Address Line 2:	NORTH POINT	
Address Line 4:	CLEVELAND, OHIO 44114-1190	
ATTORNEY DOCKET NUMBER:	108344-600002	
NAME OF SUBMITTER:	DANIEL PULJIC	
SIGNATURE:	/Daniel Puljic/	
DATE SIGNED:	03/19/2014	
Total Attachments: 5		
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PATENT

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 12, 2014, is made by Undercover, Inc., a Delaware corporation ("Grantor"), in favor of American Capital, Ltd., 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 Second Lien Credit Agreement dated as of the date hereof (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 Second Lien Guarantee and Collateral Agreement dated as of the date hereof (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 second priority 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 second priority 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 and all reissues, divisions, continuations and continuations-in-part of the foregoing;

(b) each Patent License (as defined in the Collateral Agreement) to which Grantor is a party; 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.

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 second priority 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

[Signature Page to Second Lien Patent Security Agreement – Undercover, Inc.]

ACKNOWLEDGED:

AMERICAN CAPITAL, LTD., as Agent

By: 

Name: Aaron DiCenzo

Title: Vice President

[Signature Page to Second Lien Patent Security Agreement – Undercover, Inc.]

PATENT
REEL: 032477 FRAME: 0436

SCHEDULE 1
to
Patent Security Agreement

PATENT REGISTRATIONS

<u>Grantor</u>	<u>Description</u>	<u>Registration No.</u>
Undercover, Inc.	Truck bed cover	RE41,724
Undercover, Inc.	Truck bed cover	D424,509

PATENT APPLICATIONS

None.