

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2957408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNDERCOVER, INC.	07/28/2014
RECEIVING PARTY DATA	
Name:	AMERICAN CAPITAL, LTD., AS ADMINISTRATIVE AGENT
Street Address:	2 BETHESDA METRO CENTER, 14TH FLOOR
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	RE41724
Application Number:	12354330
Application Number:	12069060
Patent Number:	6857683
Patent Number:	6547310
Patent Number:	D424509
CORRESPONDENCE DATA	
Fax Number:	(617)951-8736
<i>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.</i>	
Phone:	6179518000
Email:	jennifer.kagan@bingham.com
Correspondent Name:	JENNIFER KAGAN
Address Line 1:	ONE FEDERAL STREET
Address Line 2:	BINGHAM MCCUTCHEN LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	JENNIFER KAGAN
SIGNATURE:	/jenniferkagan/
DATE SIGNED:	07/28/2014
Total Attachments: 6	
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Notwithstanding anything herein to the contrary, the Liens granted to the Administrative Agent pursuant to or in connection with this Patent Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Credit Agreement referred to below). In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall control.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 28, 2014, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of American Capital, Ltd., as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 28, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among TA THI Buyer, Inc. ("Buyer" and prior to the Merger (as defined in the Credit Agreement), referred to herein as the "Borrower" and upon and after giving effect to the Merger, Tectum Holdings, Inc. (the "Company") shall succeed to Buyer's rights and obligations as the "Borrower"), TA THI Holdings, Inc., a Delaware corporation ("Holdings"), the other Credit Parties party thereto, American Capital, Ltd., as Administrative Agent for itself as a lender and the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender"), and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, each of the Grantors (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of July 28, 2014, in favor of Administrative Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the Patent Collateral):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 the Guaranty and Security Agreement and any provision of this Patent Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder, consistent with the Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

UNDERCOVER, INC.,
as Grantor

By: 

Name: William Reminder


Title: Chief Executive Officer and President

[Signature Page to Patent Security Agreement]

PATENT
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ACKNOWLEDGED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.,
as Administrative Agent

By: 
Name: Dan Cohn-Sfetcu
Title: Senior Vice President and Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 033429 FRAME: 0737

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. PATENTS

<u>Owner</u>	<u>Patent Description</u>	<u>Country</u>	<u>(App. Number) Publication No. or Reg. No.</u>	<u>(App. Date) Publication or Issued date</u>
Undercover, Inc.	Truck Bed Cover	U.S.	(12498088) RE41724	(7/6/2009) 9/21/2010
Undercover, Inc.	Truck Tool Box And Hinge System	U.S.	(12354330) 20090200351	(1/15/2009) 8/13/2009
Undercover, Inc.	Truck Tool Box And Hinge System	U.S.	(12069060) 20090200350	(2/7/2008) 8/13/2009
Undercover, Inc.	Truck Bed Cover	U.S.	(10391113) 6857683	(3/18/2003) 2/22/2005
Undercover, Inc.	Truck Bed Cover	U.S.	(09184271) 6547310	(10/31/1998) 4/15/2003
Undercover, Inc.	Truck Bed Cover	U.S.	D424509	5/9/2000

2. PATENT LICENSES

None.