

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4423738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS AT REEL/FRAME NO. 035999/0689	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.)	04/21/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	A.R.E. ACCESSORIES LLC	
<b>Street Address:</b>	400 NAVE ROAD, S.E.	
<b>City:</b>	MASSILLON	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	44648	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7264297	
<b>Patent Number:</b>	7407141	
<b>Patent Number:</b>	7913965	
<b>Application Number:</b>	29498516	
<b>Application Number:</b>	14451955	
<b>Application Number:</b>	14602325	
<b>Application Number:</b>	62137907	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(714)755-8290	
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<b>Correspondent Name:</b>	LATHAM & WATKINS LLP	
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, SUITE 2000	
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<b>ATTORNEY DOCKET NUMBER:</b>	038507-0595	
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA	
<b>SIGNATURE:</b>	/kja/	
<b>DATE SIGNED:</b>	05/20/2017	

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS**

SECOND LIEN TERMINATION AND RELEASE dated as of April 21, 2017, from ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.), as administrative agent (the "Administrative Agent") to A.R.E. ACCESSORIES, LLC ("Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Patent Security Agreement or, if not defined therein, then in the Security Agreement (each as defined below).

WITNESSETH:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of July 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among TA THI Holdings, Inc., Tectum Holdings, Inc., the Grantor, the other Grantors party thereto and Administrative Agent, the Grantor was required to execute and deliver that certain Patent Security Agreement dated as of June 22, 2015, among Administrative Agent and the Grantor (the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, 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, mortgaged, pledged and hypothecated to Administrative Agent for the benefit of the Secured Parties, and granted 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 (collectively, the "Patent Collateral");

- d) 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 A hereto;
- e) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- f) 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;

WHEREAS, the Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on June 22, 2015 at Reel 035999 and Frame 0689.

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Lien on and security interest in the Patent Collateral, and to reconvey any and all rights in the Patent Collateral to the Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges, without recourse, representation or warranty, all of its Lien on and security interest in

the Grantor's Patent Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in, to or under such Patent Collateral (without recourse, warranty or representation of any kind), and any right, title or interest of the Administrative Agent in such Patent Collateral shall hereby cease and become void. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Lien and security interest contemplated hereby. The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Termination and Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency in order to memorialize the release of the Lien and security interest of the Administrative Agent in the Patent Collateral.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release  
by its duly authorized officer as of the date first above written.

ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.)

By: Michael L. Smith  
Name:  
Title: Michael L. Smith  
Authorized Signatory

PATENT

REEL: 042512 FRAME: 0811

**SCHEDULE A**  
**Patents**

**1. REGISTERED PATENTS**

Patent	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
TONNEAU COVER HINGE	US	7,264,297	9/4/2007	Active
CLAMP ASSEMBLY	US	7,407,141	8/5/2008	Active
CLAMP ASSEMBLY	US	7,913,965	3/29/2011	Active
TRUCK CAP ASSEMBLY	US	(29/498,516)	(8/5/2014)	Active
TRUCK CAP ASSEMBLY	US	(14/451,955)	(8/5/2014)	Active
TRUCK CAP WITH HEAVY DUTY MOUNTING RACK	US	(14/602,325)	(1/22/2015)	Active
DUAL ACTION TRUCK BED COVER	US	(62/137,907)	(3/25/2015)	Active

**2. PATENT APPLICATIONS**

None

**3. IP LICENSES**

None

**PATENT**

**RECORDED: 05/20/2017**

**REEL: 042512 FRAME: 0812**