

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS AT REEL/FRA ME NO. 039910/0372	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.)	04/21/2017
RECEIVING PARTY DATA		
Name:	HUSKY LINERS, INC.	
Street Address:	5400 SOUTH STATE ROAD	
City:	ANN ARBOR	
State/Country:	MICHIGAN	
Postal Code:	48108	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	5891546	
Patent Number:	6027782	
Patent Number:	6793872	
Patent Number:	6938930	
Patent Number:	6953545	
Patent Number:	8613477	
Patent Number:	8690222	
Patent Number:	9068307	
Patent Number:	D566022	
Application Number:	13666213	
Application Number:	13800919	
Application Number:	62360152	
Application Number:	29570566	
Application Number:	29570973	
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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>		
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PATENT		

Correspondent Name:	LATHAM & WATKINS LLP
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ATTORNEY DOCKET NUMBER:	038507-0595
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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SIGNATURE:	/KJA/
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DATE SIGNED:	05/20/2017
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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 HUSKY LINERS, INC. ("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 September 30, 2016, 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");

- g) 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;
- h) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- i) 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 September 30, 2016 at Reel 039910 and Frame 0372.

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

SCHEDULE A

Patents

1. REGISTERED PATENTS

Grantor	Title	Jurisdiction	App. No.	Patent No.
Husky Liners, Inc.	Auxiliary molded floor mats	United States	08/318,713	5,891,546
Husky Liners, Inc.	Auxiliary molded floor mats	United States	09/169,453	6,027,782
Husky Liners, Inc.	Method for making cargo liners and mats with channel edge	United States	09/595,769	6,793,872
Husky Liners, Inc.	Integrated mud flap weight	United States	10/777,463	6,938,930
Husky Liners, Inc.	Method for producing contoured vehicle floor mats having integrally formed ribs	United States	09/409,478	6,953,545
Husky Liners, Inc.	Multi-piece vehicle bed mat cover	United States	13/390,344	8,613,477
Husky Liners, Inc.	Vehicle floor mat or floor liner kit having a clip	United States	13/480,879	8,690,222
Husky Liners, Inc.	Portable vacuum system	United States	13/480,872	9,068,307
Husky Liners, Inc.	Self-adhesive automobile trim piece	United States	29/282,068	D566,022

2. PATENT APPLICATIONS

Grantor	Title	Jurisdiction	App. No.
Husky Liners, Inc.	Flexible custom floor mats	United States	13/666,213
Husky Liners, Inc.	Flexible vehicle surface protector with rigid ribs	United States	13/800,919
Husky Liners, Inc.	Mud guard	United States	62/360,152
Husky Liners, Inc.	Mud flap	United States	29/570,566
Husky Liners, Inc.	Mud flap	United States	29/570,973

3. EXCLUSIVE IP LICENSES

None.

PATENT