## 504377046 05/20/2017

# 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/FRAME NO. 040094/0127

## **CONVEYING PARTY DATA**

Name	Execution Date	
ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.)	04/21/2017	

### **RECEIVING PARTY DATA**

Name:	RUGGED LINER, INC.
Street Address:	951 AIKEN ROAD
City:	OWOSSO
State/Country:	MICHIGAN
Postal Code:	48867

## **PROPERTY NUMBERS Total: 10**

Property Type	Number
Patent Number:	6827385
Patent Number:	D738806
Patent Number:	8348328
Patent Number:	8511736
Patent Number:	7823857
Patent Number:	8146982
Patent Number:	8256824
Patent Number:	7954876
Application Number:	14854880
Application Number:	15135960

### **CORRESPONDENCE DATA**

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PATENT 504377046 REEL: 042512 FRAME: 0819

NAME OF SUBMITTER:	KRISTIN J AZCONA	
SIGNATURE:	/KJA/	
DATE SIGNED:	05/20/2017	
Total Attachments: 4		
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PATENT REEL: 042512 FRAME: 0820

## 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 "<u>Administrative Agent</u>") to RUGGED LINER, INC. ("<u>Grantor</u>"). 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 October 21, 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"):

- j) 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;
- k) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- 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 October 21, 2016 at Reel 040094 and Frame 0127.

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

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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.

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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.)

Name:

Title:

Michael L. Smith Authorized Signatory

**PATENT** 

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# SCHEDULE A Patents

### 1. REGISTERED PATENTS

Grantor	Tiple	Jarisdiction	App. No.	Palent No. 9
Rugged Liner, Inc.	CARGO ORGANIZER SYSTEM	US	10/699,961	6,827,385
Rugged Liner, Inc.	TRAILER BED LINER	US	29/471,285	D738,806
Rugged Liner, Inc.	SEALING HINGE FOR A RIGID TONNEAU COVER	us	12/610,5\$6	8,348,328
Rugged Liner, Inc.	RIGID TONNEAU COVER AND CLAMP MECHANISM THEREFOR	US	13/181,035	8,511,736
Rogged Liner, Inc.	CLAMP MECHANISM FOR A COVER ASSEMBLY	US	12/468,344	7,823,957
Rugged Licer, Inc.	CLAMP MECHANISM FOR A COVER ASSEMBLY	US	12/903,012	8,146,982
Rugged Lizer, Inc.	CLAMP MECHANISM FOR A COVER ASSEMBLY	US	13/438,503	8,256,824
Rugged Liner, Inc.	TENSIONER AND FASTENING DEVICE FOR A TONNEAU COVER	US	12/629,514	7,954,876

### 2. PATENT APPLICATIONS

Grantor	Title	Jaristiction	App. No.	Patent No.
Rugged Liner, Inc.	ADJUSTABLE TENSIONING MECHANISM FOR A SOFT ROLL UP TONNEAU COVER	US	14/854,880	N/A
Rugged Liner, Inc.	Roll-Up Tonneau Cover Having A Tensioning Mechanism And A Sideways Latch	US	15/135,960	N/A

### 3. EXCLUSIVE IP LICENSES

Name

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