

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AND COLLATERAL AGENT	01/29/2021
RECEIVING PARTY DATA	
Name:	UNDERCOVER, INC.
Street Address:	59 ABSOLUTE DRIVE
Internal Address:	P.O. BOX 620
City:	ROGERSVILLE
State/Country:	MISSOURI
Postal Code:	65742
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15194790
Application Number:	16172452
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	02/01/2021
Total Attachments: 7	
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RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS (this “Release”), dated as of January 29, 2021 (the “Effective Date”), is made by JEFFERIES FINANCE LLC, as administrative agent and collateral agent (in such capacities, the “Agent”), in favor of EXTANG CORPORATION, a Michigan corporation, TRUXEDO, INC., a Delaware corporation, BEDRUG, INC., a Delaware corporation, UNDERCOVER, INC., a Delaware corporation, RETRAX HOLDINGS, LLC, a Delaware limited liability company, LAURMARK ENTERPRISES, INC., a Texas corporation, A.R.E. ACCESSORIES, LLC, a Delaware limited liability company, N-FAB, INC., a Texas corporation, RUGGED LINER, INC., a Michigan corporation, HUSKY LINERS, INC., a Delaware corporation and OMIX-ADA, INC., a Georgia corporation, (each a “Grantor,” and collectively the “Grantors”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Patent Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of April 21, 2017, among the Borrower, Holdings, Grantors, the other grantors party thereto, the Lenders from time to time party thereto and the Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered a Second Lien Patent Security Agreement Supplement, dated as of June 7, 2019 (the “Patent Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on July 3, 2019 at Reel/Frame 049677/0851 (with respect to Extang Corp.), at Reel/Frame 0496977/0912 (with respect to Truxedo, Inc.), at Reel/Frame 049677/0972 (with respect to Bedrug, Inc.), at Reel/Frame 049678/0147 (with respect to Undercover, Inc.) at Reel/Frame 049678/0223 (with respect to Retrax Holdings, LLC), at Reel/Frame 049678/0259 (with respect to Laurmark Enterprises, Inc.), at Reel/Frame 049678/0323 (with respect to A.R.E. Accessories, LLC), at Reel/Frame 049678/0378 (with respect to N-Fab, Inc.), at Reel/Frame 049678/0725 (with respect to Rugged Liner, Inc.), at Reel/Frame 049678/0745 (with respect to Husky Liners, Inc.), and at Reel/Frame 049678/0788 (with respect to OMIX-ADA, Inc.);

WHEREAS, pursuant to the Security Agreement and the Patent Security Agreement, each Grantor pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of its right, title and interest in, to and under all of the following assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of such Grantor, and regardless of where located: (a) any and all patents and patent applications (including the patents and patent applications listed on Schedule I hereto); (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments then or thereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing, in each case, excluding any Excluded Assets (collectively, the “Patent Collateral”); and

WHEREAS, the Agent and the Grantors acknowledge that the requirements for releasing the Security Interest in the Patent Collateral have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates and cancels the Patent Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in and to the Patent Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in the Patent Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor, or any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Patent Collateral of such Grantor), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the Effective Date.

JEFFERIES FINANCE LLC, as Administrative
Agent and Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page – Release of Second Lien Security Interest in Patents]

PATENT
REEL: 055189 FRAME: 0911

SCHEDULE I

Patents

Registered Owner	Patent Title	Application Number	Patent Number
Extang Corporation	Tonneau cover with ball and socket rear rail latch	08/762,294	6,024,401
Extang Corporation	Spring clip for retaining snap fasteners on a tonneau cover rail	08/675,685	5,772,273
Extang Corporation	Tonneau cover with magnetic attachment	08/708,316	5,758,922
Extang Corporation	Clamp for attaching a rail to a pick-up box	08/654,681	5,655,808
Extang Corporation	Tonneau cover assembly and clamp with grasping tether	15/205,957	9,862,257
Extang Corporation	Tonneau cover having flexible hinge with cut-resistant barrier	15/423,846	9,895,964
Extang Corporation	Tonneau cover system and cam actuation clamp	62/323,017	Pending
Extang Corporation	Tonneau cover system and ratchet clamp	62/323,052	Pending
Extang Corporation	Tonneau cover system and multi-link and/or over-center clamp	62/323,134	Pending
Extang Corporation	Tonneau cover	15/429,594	10,023,034
Extang Corporation	Tonneau cover system with integral side rail clamp	15/336,092	10,023,035
Extang Corporation	Tonneau cover system and ratchet clamp	15/423,002	10,059,182
Extang Corporation	Pivoting tonneau cover system for truck	15/407,956	10,112,466
Extang Corporation	Tonneau cover system and ratchet clamp	15/470,372	10,144,276
Extang Corporation	Tonneau cover system and multi-link and/or over-center clamp	15/406,004	10,166,849
TruXedo, Inc.	Tonneau cover system for a cargo box with side rail end plugs with external mounting extensions	14/948,615	9,694,657
TruXedo, Inc.	Tonneau cover system for a cargo box with side rail end plugs with external mounting extensions	15/618,773	9,849,765
TruXedo, Inc.	Tonneau cover system with single piece spanning multiple panels	15/290,077	9,895,963
TruXedo, Inc.	Tonneau cover system with side rail mounted latches and a rear header mounted release actuator	15/270,705	9,969,249
BedRug, Inc.	Removable bed liner; for covering a cargo area of a vehicle pickup truck	08/637,428	5,806,909
UnderCover, Inc.	Foldable Tonneau Cover with an Extruded Forward Section	15/194,790	9,815,358
Retrax Holdings, LLC	Self-storing folding tonneau cover	15/007,549	9,738,143
Retrax Holdings, LLC	Roll-up tonneau cover system with grooved side rails	15/341,495	10,112,464
Retrax Holdings, LLC jointly owned with Extang Corporation	Folding, storing tonneau cover	15/054,795	9,597,995

Registered Owner	Patent Title	Application Number	Patent Number
Laurmark Enterprises, Inc.	Tonneau panel locking feature	14/844,040	Published
Laurmark Enterprises, Inc.	Tonneau cover system with Cam Locking Prop-Rod	15/096,764	9,815,357
A.R.E. Accessories, LLC	Truck cap with rear lift gate for a truck	15/471,276	10,252,603
N-Fab, Inc.	Truck running board	D/624,102	D843,908
N-Fab, Inc.	Truck bed styling assembly	D/624,115	D841,558
Rugged Liner, Inc.	Tonneau cover system for a cargo bed of a vehicle	15/536,187	10,189,339
Rugged Liner, Inc.	Adjustable tensioning mechanism for a soft roll up tonneau cover	15/405,107	9,908,391
Rugged Liner, Inc.	Tonneau cover system having a latch	14/905,834	9,827,839
Husky Liners, Inc.	Floor mat	D/622,086	D845,852
Husky Liners, Inc.	Mud guard	15/621,428	10,252,753
Husky Liners, Inc.	Mud flap	D/570,566	D818,914
Husky Liners, Inc.	Mud flap	D/570,973	D808,314
OMIX-ADA, INC.	Modular light and accessory bar for vehicles	16/041,221	10,266,105
OMIX-ADA, INC.	Tow hook	D/617,521	D832,156
OMIX-ADA, INC.	Auxiliary brake light for a vehicle	D/599,436	D831,864
OMIX-ADA, INC.	Rope shackle attachment thimble	D/634,406	D831,470
OMIX-ADA, INC.	Modular light and accessory bar for vehicles	15/453,753	10,071,673
OMIX-ADA, INC.	Rear bumper for a vehicle	D/544,303	D803,734

PATENT APPLICATIONS

Registered Owner	Patent Title	Application Number	Application Date
Extang Corporation jointly owned with Truxedo, Inc.	Tonneau cover system with intermediate automatic latching	15/642,593	July 6, 2017
Extang Corporation	Tonneau cover system with integral side rail clamp	15/654,570	July 19, 2017
Extang Corporation	Tonneau cover system with automatic stowing latch	15/683,194	August 22, 2017
TruXedo, Inc.	Tonneau cover with slam latch and automatic secondary slam latch	15/487,126	April 13, 2017
TruXedo, Inc.	Hard rollup tonneau cover with flexible hold down	15/623,164	June 14, 2017
TruXedo, Inc.	Tonneau rail system with automatic rail cover securement	15/790,225	October 23, 2017
TruXedo, Inc.	Truck cargo box tonneau cover system including a side-locking lock bar locking multiple slats	16/213,058	December 7, 2018

Registered Owner	Patent Title	Application Number	Application Date
TruXedo, Inc.	Truck cargo box tonneau cover system including a side-locking lock bar locking multiple slats	16/213100	December 7, 2018
Undercover, Inc.	Mounting system with pivot locking features	16/172452	October 26, 2018
A.R.E. ACCESSORIES, LLC	Dual action truck bed cover	15795015	Oct 26, 2017
A.R.E. ACCESSORIES, LLC	Truck cap spoiler	29/668009	October 26, 2018
Rugged Liner, Inc.	Tonneau cover system for a cargo bed of a vehicle	15/536157	April 25, 2017
Rugged Liner, Inc.	Adjustable tensioning mechanism for a soft roll up tonneau cover	14/854,880	September 15, 2015
Husky Liners, Inc.	Floor liner with carpet hook receptacle	15/277097	September 27, 2016
N-Fab, Inc.	Step system	29/665142	October 1, 2018
N-Fab, Inc.	Step assembly	29/665143	October 1, 2018
N-Fab, Inc.	Receiver adapter	62/751345	October 26, 2018
Omix-Ada, Inc.	Rope Shackle Attachment Thimble	15/798000	October 30, 2017
Omix-Ada, Inc.	MODULAR LIGHT AND ACCESSORY BAR FOR VEHICLES	16/041221	July 20, 2018
Omix-Ada, Inc.	Auxiliary Spare Tire Brake Light	15/457511	March 13, 2017
Omix-Ada, Inc.	Modular Light and Accessory Bar for Vehicles	15/453753	March 8, 2017
Omix-Ada, Inc.	Force-Diverting Tail Light Guard	15/408162	January 17, 2017
Omix-Ada, Inc.	Selectively Orientable Headlight Guard	15/403902	January 11, 2017

Registered Owner	Patent Title	Application Number	Application Date
Omix-Ada, Inc.	Headlight Guard	29/667266	October 19, 2018
Omix-Ada, Inc.	Tail Light Guard	29/667401	October 22, 2018
Omix-Ada, Inc.	JL Front Bumper	29/667267	October 19, 2018
Omix-Ada, Inc.	Low Mount Snorkel	29/667549	October 23, 2018
Omix-Ada, Inc.	Dash Mount	29/667434	October 22, 2018
Omix-Ada, Inc.	Front Bumper	29/667659	October 23, 2018
Omix-Ada, Inc.	Rear Bumper	29/668048	October 26, 2018
Omix-Ada, Inc.	Snorkel System	16/171428	October 26, 2018
Omix-Ada, Inc.	High Mount Snorkel	29/667886	October 25, 2018
Omix-Ada, Inc.	Intake Ram	29/667519	October 23, 2018
Omix-Ada, Inc.	Support Bracket	29/668002	October 26, 2018
Omix-Ada, Inc.	Support Bracket	29/674054	December 19, 2018
Rugged Liner, Inc.	Cargo Box Storage Caddy with Remove Containers	16/161457	October 16, 2018