

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNDERCOVER, INC.		07/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as administrative agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3463844	SWINGCASE	
Registration Number:	3529563	UNDERCOVER	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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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TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the 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, Ares Capital Corporation, a Maryland corporation (in its individual capacity, “Ares Capital”), as 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”), the Lenders, General Electric Capital Corporation, a Delaware corporation (in its individual capacity, “GE Capital”) as Revolver Agent for itself and the Revolver Lenders and as a Lender (including as Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of July 28, 2014, in favor of 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, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the Trademark Collateral):

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

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark 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 Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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

Counterparts. This Trademark 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.

Governing Law. This Trademark 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, each Grantor has caused this Trademark 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: 

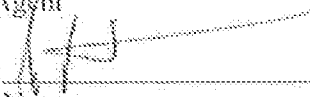
Name: William Reminder

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (UnderCover)]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Undercover)]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Trademark	Country	Reg. No.	Reg. Date	Status	Owner Name
		(App. No.)	(App. Date)		
SWINGCASE	U.S.	3463844 (77252140)	7/8/2008 (8/10/2007)	Registered	UNDERCOVER, INC.
UNDERCOVER	U.S.	3529563 (76674992)	11/11/2008 (4/3/2007)	Registered	UNDERCOVER, INC.

1. TRADEMARK LICENSES

None.