

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.R.E. Accessories, LLC		06/12/2015	LIMITED LIABILITY COMPANY: 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: 10			
Property Type	Number	Word Mark	
Registration Number:	3532122	ARE	
Registration Number:	3532123	A ARE	
Registration Number:	3156486		
Registration Number:	3248315	THE TOP LINE FOR YOUR TRUCK	
Registration Number:	3057834	A.R.E.	
Registration Number:	3143510	LSX SERIES	
Registration Number:	3079181	LSII SERIES	
Registration Number:	3073224	Z SERIES	
Registration Number:	3084940	MX SERIES	
Registration Number:	3073226	CX SERIES	
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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		

CH \$265.00 3532122

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 06/12/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 12, 2015, 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:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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;

(b) all renewals and extensions of the foregoing;

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

(d) 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.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

A.R.E. ACCESSORIES, LLC
as Grantor


By: 

Name: William Reminder
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Agent

By: 

Name:

Title:

Penni Roll
Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
[A.R.E. ACCESSORIES, LLC (1ST LIEN)]

TRADEMARK
REEL: 005551 FRAME: 0939

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
ARE	US	3,532,122	11/11/2008	Active
A ARE	US	3,532,123	11/11/2008	Active
Design Only	US	3,156,486	10/17/2006	Active
THE TOP LINE FOR YOUR TRUCK	US	3,248,315	5/29/2007	Active
A.R.E.	US	3,057,834	2/7/2006	Active
LSX SERIES	US	3,143,510	9/12/2006	Active
LSII SERIES	US	3,079,181	4/11/2006	Active
Z SERIES	US	3,073,224	3/28/2006	Active
MX SERIES	US	3,084,940	4/25/2006	Active
CS SERIES	US	3,073,226	3/28/2006	Active
ARE & DESIGN	Canada	765,068		
ARE DESIGN	Canada	764,745		
Parallelogram Design	Canada	680,679		
A.R.E.	Canada	682,437		
Design Only	Mexico	933,884		
Design Only	Mexico	736,465		
ARE and DESIGN	Mexico	895,647		
A ARE	Mexico	895,617		

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.