

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Covers, Inc.		05/01/2013	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	2731768	HANDSTANDS	
Registration Number:	2731769	STICKY PAD	
Registration Number:	2731770	HANDSTANDS	
Registration Number:	3368769	REFRESH YOUR CAR	
Registration Number:	3658635	REFRESH YOUR OFFICE	
Registration Number:	3640259	REFRESH YOUR HOME	
Registration Number:	3595659	SKINWARE	
Registration Number:	3640795	BULLET-PROOF SHIELDS	
Registration Number:	3640796	COOL LIFT	
Registration Number:	3519881	BAHAMA BAG	
Registration Number:	3614789	BELLAGIO-ITALIA	
Registration Number:	3614790	BELLAGIO-ITALIA LEATHER COMPANY	
Registration Number:	3835598	BELLAGIO-ITALIA LEATHER COMPANY	
Registration Number:	3835608	BELLAGIO-ITALIA	

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Registration Number:	3644658	CAR.MA
Registration Number:	3628425	A.ROMA
Registration Number:	3540303	REFRESH YOUR CAR!
Registration Number:	3638144	BAHAMA BAG CO.
Registration Number:	3682253	BAHAMA PAD CO.
Registration Number:	3851118	BAHAMA & CO.
Registration Number:	3935061	MADE TO GO
Registration Number:	3941926	DRIVEN
Registration Number:	4147088	DRIVEN BY REFRESH YOUR CAR
Registration Number:	2829915	MOUSE-MAT
Registration Number:	2756373	CYBER GEL
Registration Number:	2797624	CELL MATE
Registration Number:	2836408	ADD-A-PAD
Registration Number:	2819727	JELLY
Registration Number:	2851971	CYBER GEL
Registration Number:	2799439	JELLY SMACKER
Registration Number:	3261776	CERTIFIED STICKY TECHNOLOGY NO ADHESIVE
Registration Number:	3262459	POWER GEL
Registration Number:	3273026	
Registration Number:	3526092	GLOW PLUGS
Registration Number:	3320690	GADGET GRIPS
Serial Number:	85815178	DOT
Serial Number:	85823376	
Serial Number:	85882888	GADGET GRIPS
Serial Number:	85882989	GADGET GRIPS

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 214338-102

NAME OF SUBMITTER:

TRADEMARK
REEL: 005019 FRAME: 0164

	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	05/01/2013
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of May 1, 2013, by American Covers, Inc., a Utah corporation ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 1, 2013, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

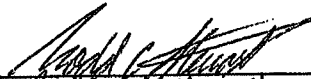
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of law principles.

[Signature Page Follows]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN COVERS, INC., a Utah corporation

By: 
Name: Donald C. Stewart
Title: CFO & Sec.

Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: Jennifer Cotton
Title: Senior Vice President

Trademark Security Agreement

**TRADEMARK
REEL: 005019 FRAME: 0169**

SCHEDULE A**Trademark Registrations**

Trademark	Registration Number	Registration Date	Jurisdiction
HANDSTANDS	2731768	7/1/03	U.S.
STICKY PAD	2731769	7/1/03	U.S.
HANDSTANDS	2731770	7/1/03	U.S.
REFRESH YOUR CAR	3368769	1/15/08	U.S.
REFRESH YOUR OFFICE	3658635	7/21/09	U.S.
REFRESH YOUR HOME	3640259	6/16/09	U.S.
SKINWARE	3595659	3/24/09	U.S.
BULLET-PROOF SHIELDS	3640795	6/16/09	U.S.
COOL LIFT	3640796	6/16/09	U.S.
BAHAMA BAG	3519881	10/21/08	U.S.
BELLAGIO-ITALIA	3614789	5/5/09	U.S.
BELLAGIO-ITALIA LEATHER COMPANY	3614790	5/5/09	U.S.
BELLAGIO-ITALIA LEATHER COMPANY	3835598	8/17/10	U.S.
BELLAGIO-ITALIA	3835608	8/17/10	U.S.
CAR.MA	3644658	6/23/09	U.S.
A.ROMA	3628425	5/26/09	U.S.
REFRESH YOUR CAR	3540303	12/2/08	U.S.
BAHAMA BAG CO.	3638144	6/16/09	U.S.
BAHAMA PAD CO.	3682253	9/15/09	U.S.
BAHAMA & CO.	3851118	9/21/10	U.S.
MADE TO GO	3935061	3/22/11	U.S.
DRIVEN	3941926	4/5/11	U.S.
DRIVEN BY REFRESH YOUR CAR	4147088	5/22/12	U.S.
MOUSE-MAT	2829915	4/6/04	U.S.
CYBER GEL	2756373	8/26/03	U.S.
CELL MATE	2797624	12/23/03	U.S.
ADD-A-PAD	2836408	4/27/04	U.S.
JELLY	2819727	3/2/04	U.S.
CYBER GEL	2851971	6/8/04	U.S.
JELLY SMACKER	2799439	12/23/03	U.S.
CERTIFIED STICKY TECHNOLOGY NO ADHESIVE NON-MAGNETIC WASHABLE REUSABLE	3261776	7/10/07	U.S.
POWER GEL	3262459	7/10/07	U.S.
DESIGN ONLY	3273026	7/31/07	U.S.
GLOW PLUGS	3526092	10/28/08	U.S.
GADGET GRIPS	3320690	10/23/07	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
DOT	85815178	1/3/13	U.S.
DESIGN ONLY	85823376	1/15/13	U.S.
GADGET GRIPS	85882888	3/21/13	U.S.
GADGET GRIPS	85882989	3/21/13	U.S.

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RECORDED: 05/01/2013

TRADEMARK
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