

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Covers, Inc.		09/01/2015	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	LBC Credit Partners III, L.P., as Agent		
Street Address:	Cira Centre, 2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	4701134	ROADSTER	
Registration Number:	4606484		
Registration Number:	4606485		
Registration Number:	4606408	HANDSTANDS	
Registration Number:	4606409	HANDSTANDS	
Registration Number:	4576840	REFRESH YOUR CAR	
Registration Number:	4576842	REFRESH YOUR CAR !	
Registration Number:	4660276	REFRESH YOUR CAR	
Registration Number:	4660277	REFRESH YOUR CAR !	
Registration Number:	4356531	BLESSED	
Registration Number:	4735488	HANDSTANDS	
Registration Number:	1336208	LEXOL-NF	
Registration Number:	1293761	LEXOL-PH	
Registration Number:	4504266	GADGET GRIPS	
Registration Number:	4490534	GADGET GRIPS	
Registration Number:	4682964	DOT	
Registration Number:	4147088	DRIVEN BY REFRESH YOUR CAR	
Registration Number:	3941926	DRIVEN	
Registration Number:	3935061	MADE TO GO	

CH \$1240.00 4701134

Property Type	Number	Word Mark
Registration Number:	3851118	BAHAMA & CO.
Registration Number:	3682253	BAHAMA PAD CO.
Registration Number:	3638144	BAHAMA BAG CO.
Registration Number:	3540303	REFRESH YOUR CAR!
Registration Number:	3644658	CAR.MA
Registration Number:	3628425	A.ROMA
Registration Number:	3835608	BELLAGIO-ITALIA
Registration Number:	3835598	BELLAGIO-ITALIA LEATHER COMPANY
Registration Number:	3640796	COOL LIFT
Registration Number:	3640795	BULLET-PROOF SHIELDS
Registration Number:	3614790	BELLAGIO-ITALIA LEATHER COMPANY
Registration Number:	3614789	BELLAGIO-ITALIA
Registration Number:	3595659	SKINWARE
Registration Number:	3368769	REFRESH YOUR CAR
Registration Number:	3658635	REFRESH YOUR OFFICE
Registration Number:	3640259	REFRESH YOUR HOME
Registration Number:	3320690	GADGET GRIPS
Registration Number:	3273026	
Registration Number:	3262459	POWER GEL
Registration Number:	2829915	MOUSE-MAT
Registration Number:	2836408	ADD-A-PAD
Registration Number:	2851971	CYBER GEL
Registration Number:	2731770	HANDSTANDS
Registration Number:	2731768	HANDSTANDS
Registration Number:	2731769	STICKY PAD
Registration Number:	2360237	LEXOL
Registration Number:	1250830	LEXOL
Registration Number:	0648770	LEXOL
Serial Number:	85823376	
Serial Number:	86455777	LEXOL HOME

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

REEL: 005615 FRAME: 0771

ATTORNEY DOCKET NUMBER:	214338-102
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	09/03/2015

Total Attachments: 6

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Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the parties hereto are subject to the provisions of the Intercreditor Agreement dated as of September 1, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Madison Capital Funding LLC, as First Lien Agent, and LBC Credit Partners III, L.P., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 1, 2015, by AMERICAN COVERS, INC., a Utah corporation (“**Grantor**”), in favor of LBC CREDIT PARTNERS III, L.P., 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 Second Lien Credit Agreement dated as of September 1, 2015 (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 September 1, 2015, 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.

5. Intercreditor Agreement. Notwithstanding anything other provision contained herein, this Agreement and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Agreement, on the one hand, and the Intercreditor Agreement, on the other hand, the terms of the Intercreditor Agreement shall govern and control.

[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

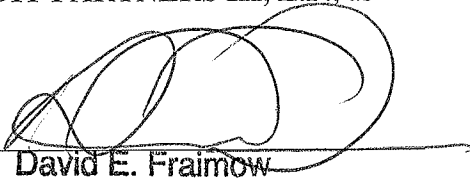
By: 
Name: Chris Anderson
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

LBC CREDIT PARTNERS III, L.P., as
Agent

By:

Name:


David E. Fraimow

Title:

Vice President

SCHEDULE A

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
ROADSTER	86164124	1/13/14	4701134	3/10/15
Design Only	85923260	5/3/13	4606484	9/16/14
Design Only	85923289	5/3/13	4606485	9/16/14
HANDSTANDS	85890851	3/29/13	4606408	9/16/14
HANDSTANDS	85890868	3/29/13	4606409	9/16/14
REFRESH YOUR CAR	85884212	3/22/13	4576840	7/29/14
REFRESH YOUR CAR	85884362	3/22/13	4576842	7/29/14
REFRESH YOUR CAR	85884266	3/22/13	4660276	12/23/14
REFRESH YOUR CAR	85884371	3/22/13	4660277	12/23/14
BLESSED	85609709	4/26/12	4356531	6/25/13
HANDSTANDS	85322110	5/16/11	4735488	5/12/15
LEXOL-NF	73465346	2/13/94	1336208	5/21/85
LEXOL-PH	73440955	8/25/83	1293761	9/11/84
GADGET GRIPS	85882989	3/21/13	4504266	4/1/14
GADGET GRIPS	85882888	3/21/13	4490534	3/4/14
Design Only	85823376	1/15/13	N/A	N/A
DOT	85815178	1/3/13	4682964	2/3/15
DRIVEN BY REFRESH YOUR CAR	77943713	2/24/10	4147088	5/22/12
DRIVEN	77943671	4/5/11	3941926	4/5/11
MADE TO GO	77769290	6/26/09	3935061	3/22/11
BAHAMA & CO.	77751277	3/6/09	3851118	9/21/10
BAHAMA PAD CO.	77557286	8/27/08	3682253	9/15/09
BAHAMA BAG CO.	77548480	8/15/08	3638144	6/16/09
REFRESH YOUR CAR	77498847	6/13/08	3540303	12/2/08
CAR.MA	77454573	4/22/08	3644658	6/23/09
A.ROMA	77454604	4/22/08	3628425	5/26/09
BELLAGIO-ITALIA	77441532	4/7/08	3835608	8/17/10
BELLAGIO-ITALIA LEATHER COMPANY	77428506	3/21/08	3835598	8/17/10
COOL LIFT	77426335	3/19/08	3640796	6/16/09
BULLET-PROOF SHIELDS	77426265	3/19/08	3640795	6/16/09
BELLAGIO-ITALIA LEATHER COMPANY	77426691	3/19/08	3614790	5/5/09
BELLAGIO-ITALIA	77426673	3/19/08	3614789	5/5/09
SKINWARE	77230868	7/16/07	3595659	3/24/09
REFRESH YOUR CAR	77176823	5/9/07	3368769	1/15/08
REFRESH YOUR OFFICE	77176831	5/9/07	3658635	7/21/09
REFRESH YOUR HOME	77176839	5/9/07	3640259	6/16/09
GADGET GRIPS	78758148	11/21/05	3320690	10/23/07
Design Only	78626063	5/9/05	3273026	7/31/07
POWER GEL	78614220	4/21/05	3262459	7/10/07
MOUSE-MAT	78179495	10/29/02	2829915	4/6/04
ADD-A-PAD	78179499	10/29/02	2836408	4/27/04
CYBER GEL	78179509	10/29/02	2851971	6/8/04
HANDSTANDS	76432344	7/19/02	2731770	7/1/03
HANDSTANDS	76432223	7/19/02	2731768	7/1/03

Mark	Application No.	Application Date	Registration No.	Registration Date
STICKY PAD	76432341	7/19/02	2731769	7/1/03
LEXOL	75778764	8/18/99	2360237	6/20/00
LEXOL	73341575	12/14/81	1250830	9/13/83
LEXOL	72018957	11/8/56	0648770	7/23/57

Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date
LEXOL HOME	86455777	11/17/14	N/A	N/A