

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Covers, Inc.		04/29/2016	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: 34			
Property Type	Number	Word Mark	
Registration Number:	3030281	1	
Registration Number:	1638817	EAGLE ONE	
Registration Number:	1649449	EAGLE ONE	
Registration Number:	1467894	EAGLE ONE	
Registration Number:	2368393	EAGLE ONE	
Registration Number:	3038820	EAGLE ONE	
Registration Number:	1724919	EAGLE 1 ONE	
Registration Number:	2264777	1	
Registration Number:	2353663	1	
Registration Number:	4736017	20/20	
Registration Number:	3534826	A2Z	
Registration Number:	3534827	A2Z	
Registration Number:	3693659	EASI-DRI	
Registration Number:	4455561	ELEMENT SHIELD	
Registration Number:	4268857	ENVIROSHINE	
Registration Number:	4845520	EVOLUTION	
Registration Number:	3808686	KEEP CLEAN	
Registration Number:	3852480	KEEP CLEAN WHEEL	
Registration Number:	4238038	KEEP CLEAN WHEEL PROTECTOR	

CH \$865.00 3030281

Property Type	Number	Word Mark
Registration Number:	4752981	LEATHER ESSENTIALS
Registration Number:	3422770	NANOWASH & WAX
Registration Number:	3288699	NANOWASH AND WAX
Registration Number:	2865407	NANOWAX
Registration Number:	4845513	NEXT LEVEL
Registration Number:	2321328	TIRE SWIPES
Registration Number:	2641324	WAX AS-U-DRY
Registration Number:	3630548	WAX AS-U-DRY
Registration Number:	4475381	WAX AS-U-DRY
Registration Number:	4292810	WAX AS-U-WASH
Registration Number:	2568009	WIPE & SHINE
Registration Number:	2474391	20 20 PERFECT VISION
Serial Number:	85405461	ENVIRO SHINE
Serial Number:	86235181	NEXT LEVEL CAR CARE
Serial Number:	86578416	SPRAY & STAY

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

ATTORNEY DOCKET NUMBER:	214338-00102
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	05/02/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of April 29, 2016, 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. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this 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 Agreement, 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

Trademark Security Agreement

TRADEMARK
REEL: 005783 FRAME: 0106

Agreed and accepted as of
the date first written above:

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

By: 
Name: _____
Title: _____

SCHEDULE A

Trademark Registrations

Trademark Applications

SCHEDULE A

Trademark Registrations and Applications

EAGLE ONE	Country	App #	App Date	Reg #	Reg Date
1 & Eagle™ (design)	US	78/341336	16-Dec-2003	3030281	13-Dec-2005
EAGLE ONE™	US	74/025882	5-Feb-1990	1638817	26-Mar-1991
EAGLE ONE™	US	74/025881	5-Feb-1990	1649449	2-Jul-1991
EAGLE ONE™	US	73/653295	6-Apr-1987	1467894	8-Dec-1987
EAGLE ONE™	US	75/732956	21-Jun-1999	2368393	18-Jul-2000
EAGLE ONE™	US	76/442977	21-Aug-2002	3038820	10-Jan-2006
EAGLE 1 ONE™ (design)	US	74/224266	22-Nov-1991	1724919	20-Oct-1992
1™ (design)	US	75/490518	26-May-998	2264777	27-Jul-1999
1™ (design)	US	75/732955		2353663	30-May-2000
20/20™	US	86/055696	21-Jan-2014	4736017	12-May-2015
A2Z™	US	77/201392	8-Jun-2007	3534826	18-Nov-2008
A2Z™ (design)	US	77/201418	8-Jun-2007	3534827	18-Nov-2008
EASI-DRI™	US	77/494220	9-Jun-2008	3693659	6-Oct-2009
ELEMENT SHIELD™	US	85/467104	8-Nov-2011	4455561	24-Dec-2013
ENVIRO SHINE™	US	85/405461	24-Aug-2011	Abandoned 3/18/13	
ENVIROSHINE™	US	85/279410	29-Mar-2011	4268857	1-Jan-2013
EVOLUTION™	US	86/578729	27-Mar-2015	4845520	3-Nov-2015
KEEP CLEAN™	US	77/765747	23-Jun-2009	3808686	22-Jun-2010
KEEP CLEAN WHEEL™	US	77/832782	23-Sep-2009	3852480	28-Sep-2010
KEEP CLEAN WHEEL PROTECTOR™	US	77/847754	13-Oct-2009	4238038	6-Nov-2012
LEATHER ESSENTIALS™	US	86/229771	24-Mar-2014	4752981	9-Jun-2015
NANOWASH & WAX™	US	77/297193	5-Oct-2007	3422770	6-May-2008
NANOWASH and WAX™	US	78/569590	17-Feb-2005	3288699	4-Sep-2007
NANOWAX™	US	76/208423	12-Feb-2001	2865407	20-Jul-2004
NEXT LEVEL™	US	86/578636	27-Mar-2015	4845513	3-Nov-15
NEXT LEVEL CAR CARE™	US	86/235181	28-Mar-2014	Notice of Abandonment received 2/17/16	
SPRAY & STAY™	US	86/578416	27-Mar-2015	Pending	-----
TIRE SWIPES™	US	75/634940	3-Feb-1999	2321328	22-Feb-2000
WAX AS-U-DRY™	US	76/307938	31-Aug-2001	2641324	22-Oct-2002
WAX AS-U-DRY™	US	77/593165	15-Oct-2008	3630548	2-Jun-2009
WAX AS-U-DRY™	US	86/031430	7-Aug-2013	4475381	28-Jan-2014

EAGLE ONE	Country	App #	App Date	Reg #	Reg Date
WAX AS-U-WASH™	US	85/189899	3-Dec-2010	4292810	19-Feb-2013
WIPE & SHINE™	US	75/822040	9-Nov-1999	2568009	7-May-2002
20/20 Perfect Vision (design)	US	75/827501	20-Oct-1999	2474391	31-Jul-2001