

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		07/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERICAN COVERS, INC.		
Street Address:	102 West 12200 South		
City:	DRAPER		
State/Country:	UTAH		
Postal Code:	84020		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 56			
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	
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.	
TRADEMARK			

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Property Type	Number	Word Mark
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
Registration Number:	2360237	LEXOL
Registration Number:	1250830	LEXOL
Registration Number:	0648770	LEXOL
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:	4682964	DOT
Registration Number:	4890647	
Registration Number:	4490534	GADGET GRIPS
Registration Number:	4504266	GADGET GRIPS
Serial Number:	86455777	LEXOL HOME

CORRESPONDENCE DATA**Fax Number:** 3142592020*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:** 314-259-2000**Email:** susan.murphy@bryancave.com**Correspondent Name:** BRYAN CAVE LLP**Address Line 1:** 211 North Broadway, Suite 3600**Address Line 4:** St. Louis, MISSOURI 63102**ATTORNEY DOCKET NUMBER:** 0394777**NAME OF SUBMITTER:** Lucinda A. Althausen**SIGNATURE:** /Lucinda A. Althausen/**DATE SIGNED:** 07/05/2016**Total Attachments: 5**

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 1, 2016, by MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

WITNESSETH:

WHEREAS, American Covers, Inc., a Utah corporation ("Grantor"), and Agent are parties to (i) that certain Trademark Security Agreement dated as of May 1, 2013, which was recorded with the United States Patent and Trademark Office on May 1, 2013 at Reel 5019, Frame 0163 (the "2013 Security Agreement"), (ii) that certain Trademark Security Agreement dated as of May 1, 2015, which was recorded with the United States Patent and Trademark Office on May 1, 2015 at Reel 5508, Frame 0641 (the "May 2015 Security Agreement") and (iii) that certain Trademark Security Agreement dated as of September 1, 2015, which was recorded with the United States Patent and Trademark Office on September 1, 2015 at Reel 5614, Frame 0351 (the "September 2015 Security Agreement"; together with the 2013 Security Agreement and the May 2015 Security Agreement, the "Security Agreements"), in each case, pursuant to which Grantor granted to Agent a security interest in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Administrative Agent, including the Trademark Collateral set forth on Schedule I annexed hereto; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) all of its Trademarks included in the Collateral, including, without limitation, each Trademark listed on Schedule A annexed hereto, together with any extensions or renewals 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 and future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC,
as First Lien Agent

By: 
Name: Lynn Rehn
Title: Vice President

SCHEDULE I

Trademark Registrations

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.

LEXOL	2360237	6/20/00	U.S.
LEXOL	1250830	9/13/83	U.S.
LEXOL	0648770	7/23/57	U.S.
ROADSTER	4701134	3/10/15	U.S.
Design Only	4606484	9/16/14	U.S.
Design Only	4606485	9/16/14	U.S.
HANDSTANDS	4606408	9/16/14	U.S.
HANDSTANDS	4606409	9/16/14	U.S.
REFRESH YOUR CAR	4576840	7/29/14	U.S.
REFRESH YOUR CAR	4576842	7/29/14	U.S.
REFRESH YOUR CAR	4660276	12/23/14	U.S.
REFRESH YOUR CAR	4660277	12/23/14	U.S.
BLESSED	4356531	6/25/13	U.S.
HANDSTANDS	4735488	5/12/15	U.S.
LEXOL-NF	1336208	5/21/85	U.S.
LEXOL-PH	1293761	9/11/84	U.S.
DOT	4682964	2/3/2015	U.S.
DESIGN ONLY	4890647	1/19/2016	U.S.
GADGET GRIPS	4490534	3/4/2014	U.S.
GADGET GRIPS	4504266	4/1/2014	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
LEXOL HOME	86455777	11/17/14	U.S.