

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covercraft Industries, LLC		09/18/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	300 S. Wacker Dr.		
Internal Address:	Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Registration Number:	5278100	GRAFIX SERIES	
Registration Number:	5278099	GRAFIX SERIES	
Registration Number:	5257832	VIEWSHIELD	
Registration Number:	5257831	VIEWSHIELD	
Registration Number:	5186228	WEATHERSHIELD	
Registration Number:	5230360	COVERCRAFTER	
Registration Number:	5201271	KLYENT	
Registration Number:	5201915	WORLD'S BEST CUSTOM TRUCK COVERS	
Registration Number:	5188035	THAT'S MY BABY	
Registration Number:	5097460	WORLD'S BEST CUSTOM SEAT COVERS	
Registration Number:	4565585	CARTLINK	
Registration Number:	4932795	PROTECTION FOR WHATEVER YOU DRIVE	
Registration Number:	4560882	CARGO AREA LINER	
Registration Number:	4217882	UVS100	
Registration Number:	4236750	LEBRA	
Registration Number:	4289761	WORLD'S BEST DASHMATS	
Registration Number:	4181011	WORLD'S BEST CUSTOM CAR COVERS	
Registration Number:	4143660	CRAFTED 2 FIT	
TRADEMARK			

OP \$1390.00 5278100

Property Type	Number	Word Mark
Registration Number:	2886488	HARBOR SHELL
Registration Number:	3865658	REFLEC'TECT
Registration Number:	3945318	LTD. EDITION BY DASHMAT
Registration Number:	3813439	VELOURMAT
Registration Number:	3815935	SUEDEMAT
Registration Number:	3574704	COLGAN CUSTOM
Registration Number:	3496764	ULTRA'TECT
Registration Number:	3509152	CUSTOM POCKET PODS
Registration Number:	3570322	QWIK COVER
Registration Number:	3021573	SEATGLOVES
Registration Number:	3093730	SNAPRING TIRESAVERS
Registration Number:	3059306	FORM-FIT
Registration Number:	3005591	COVERCRAFT
Registration Number:	2870657	FLEX SHADE
Registration Number:	2792081	CANINE COVERS
Registration Number:	2653457	CUSTOM HOOD PROTECTOR
Registration Number:	2605581	SPIDY GEAR
Registration Number:	2577519	WEATHERSHIELD
Registration Number:	2581115	PACK LITE
Registration Number:	2463601	WOLF AUTOMOTIVE
Registration Number:	2057395	SPIDY GEAR
Registration Number:	2362696	
Registration Number:	2130470	COVERCRAFT
Registration Number:	2281934	TRUCK STOP
Registration Number:	2055802	MULTIBOND
Registration Number:	1863648	ULTIMAT
Registration Number:	1928766	CUSTOM HOOD PROTECTOR
Registration Number:	1450640	TECHNALON
Registration Number:	1587689	GATORNET
Registration Number:	1372406	LE BRA
Registration Number:	1613719	CAB COOLER
Registration Number:	1478586	COVERCRAFT
Registration Number:	1484180	READY-FIT
Registration Number:	1478585	COVERCRAFT
Registration Number:	1502106	DASHMAT
Serial Number:	87484790	WOLF
Serial Number:	87484776	WOLF READY-FIT

CORRESPONDENCE DATA**Fax Number:**

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.025
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	09/22/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 18, 2017, by COVERCRAFT INDUSTRIES, LLC, a California limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as a borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

5. GOVERNING LAW. This Trademark Security Agreement shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature page follows]

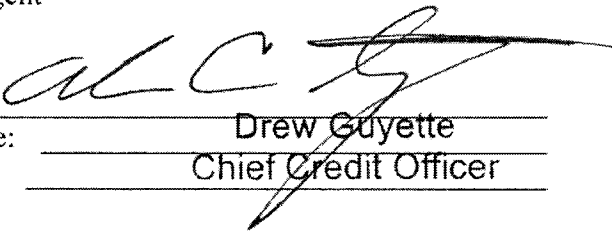
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COVERCRAFT INDUSTRIES, LLC, a California
limited liability company

By:  _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
GRAFIX SERIES	87214771	5278100	8/29/17
GRAFIX SERIES	87214738	5278099	8/29/17
VIEWSHIELD	87189943	5257832	8/1/17
VIEWSHIELD	87189921	5257831	8/1/17
WEATHERSHIELD	87171136	5186228	4/18/17
COVERCRAFTER	86840247	5230360	6/27/17
KLYENT	86933929	5201271	5/9/17
WORLD'S BEST CUSTOM TRUCK COVERS	86770989	5201915	5/9/17
THAT'S MY BABY	86950068	5188035	4/18/17
WORLD'S BEST CUSTOM SEAT COVERS	86468209	5097460	12/6/16
CARTLINK	86059338	4565585	7/8/14
PROTECTION FOR WHATEVER YOU DRIVE	85969819	4932795	4/5/16
CARGO AREA LINER	85737987	4560882	7/1/14
UVS100	85562083	4217882	10/2/12
LEBRA	85554103	4236750	11/6/12
WORLD'S BEST DASHMATS	85378855	4289761	2/12/13
WORLD'S BEST CUSTOM CAR COVERS	85378813	4181011	7/24/12
CRAFTED 2 FIT	85193492	4143660	5/15/12
HARBOR SHELL	78267370	2886488	9/21/04
REFLECTECT	77835004	3865658	10/19/10
LTD. EDITION BY DASHMAT	77841806	3945318	4/12/11
VELOURMAT	77841687	3813439	7/6/10
SUEDEMAT	77841756	3815935	7/6/10
COLGAN CUSTOM	77320879	3574704	2/17/09
ULTRATECT	77223262	3496764	9/2/08
CUSTOM POCKET PODS	77009569	3509152	9/30/08
QWIK COVER	77009546	3570322	2/3/9
SEATGLOVES	76593299	3021573	11/29/05
SNAPRING TIRESAVERS	76617115	3093730	5/16/06
FORM-FIT	76552712	3059306	2/14/06
COVERCRAFT	76611227	3005591	10/11/05
FLEX SHADE	76431814	2870657	8/3/04
CANINE COVERS	76261815	2792081	12/9/03
CUSTOM HOOD PROTECTOR	76189639	2653457	11/26/02
SPIDY GEAR	76104791	2605581	8/6/02
WEATHERSHIELD	76101882	2577519	6/11/02
PACK LITE	76101427	2581115	6/18/02
WOLF AUTOMOTIVE	75914874	2463601	6/26/01

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
SPIDY GEAR	75117154	2057395	4/29/97
[Design Only]	75356756	2362696	6/27/00
COVERCRAFT	75231705	2130470	1/20/98
TRUCK STOP	75214244	2281934	9/28/99
MULTIBOND	74562069	2055802	4/22/97
ULTIMAT	74432608	1863648	11/22/94
CUSTOM HOOD PROTECTOR	74526771	1928766	10/17/95
TECHNALON	73634391	1450640	8/4/87
GATORNET	73818821	1587689	3/20/90
LE BRA	73519834	1372406	11/26/85
CAB COOLER	73811569	1613719	9/18/90
COVERCRAFT	73634397	1478586	3/1/88
READY-FIT	73634396	1484180	4/12/88
COVERCRAFT	73634394	1478585	3/1/88
DASHMAT	73624262	1502106	8/30/88

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	DATE
WOLF	87484790	6/12/17
WOLF READY-FIT	87484776	6/12/17