

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GAHH, LLC		05/09/2018	Limited Liability Company:
E-Z On Auto Tops, LLC		05/09/2018	Limited Liability Company:
Robbins Auto Top LLC		05/09/2018	Limited Liability Company:
Robbins Group LLC		05/09/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Abacus Finance Group, LLC
Street Address:	335 Madison Avenue 23rd Floor
City:	NY
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85493985	CALIFORNIA SUNTOPS "THE ORIGINAL" CST
Serial Number:	86194466	TRILOGY ACOUSTIC VINYL QUIET. DURABLE. A
Serial Number:	86194473	
Serial Number:	77282108	CALIFORNIA SUNTOPS "THE ORIGINAL"
Serial Number:	86194450	TRILOGY ACOUSTIC VINYL
Serial Number:	77433554	EZON
Serial Number:	77433571	E-Z ON AUTO TOPS
Serial Number:	85392240	SGR-MAXBOND
Serial Number:	85446713	EWP
Serial Number:	73742560	SUN-FAST "G"
Serial Number:	74060694	ROBBINS
Serial Number:	73742125	SUN-FAST
Serial Number:	73678698	ROBBINS FLEX-HINGE
Serial Number:	73346157	ROBBINS
Serial Number:	73252594	

OP \$390.00 85493985

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.

Email: Rmargi@goulstonstorrs.com**Correspondent Name:** Ranya Margi**Address Line 1:** CO Goulston & Storrs PC**Address Line 2:** 885 Third Avenue**Address Line 4:** NY, NEW YORK 10022

NAME OF SUBMITTER:	Ranya margi
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SIGNATURE:	/Ranya Margi/
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DATE SIGNED:	05/09/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 9, 2018, is made by GAHH, LLC, a Texas limited liability company (“GAHH”), E-Z On Auto Tops, LLC, a Delaware limited liability company (“E-Z On Auto Tops”), Robbins Auto Top LLC, a California limited liability company (“Robbins Auto Top”), and Robbins Group LLC, a California limited liability company (“Robbins Group”); GAHH, E-Z On Auto Tops, Robbins Auto Top and Robbins Group, each individually, a “Grantor” and collectively, “Grantors”), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among TopDown, Inc., a Delaware corporation, as the initial borrower (prior to the Conversion, the “Borrower”; after the Conversion, “Holdings”, and the Borrower will be GAHH), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Grantors;

WHEREAS, in connection with the Credit Agreement, Holdings, the other grantors party thereto from time to time, and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this 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, each 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 Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This 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 Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of Grantors, and at the expense of Grantors, the Administrative Agent shall execute, acknowledge, and deliver to Grantors an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTORS:

GAHH, LLC

By: 

Name: Mike D. Brookshire

Title: President

E-Z ON AUTO TOPS, LLC

By: 

Name: Mike D. Brookshire

Title: President

ROBBINS AUTO TOP LLC

By: 

Name: Mike D. Brookshire

Title: President

ROBBINS GROUP LLC

By: 

Name: Mike D. Brookshire

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/GAHH)]

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC,
as Administrative Agent

By: _____

Name: Eric Petersen

Title: Senior Vice President


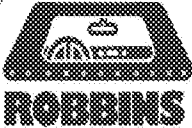


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/GAHH)]

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor/Owner/Applicant	Name	Serial No.	Registration No.	Registration Date	Granting Jurisdiction
GAHH, LLC		85493985	4748246	June 2, 2015	USA
GAHH, LLC		86194466	4761252	June 23, 2015	USA
GAHH, LLC		86194473	4761253	June 23, 2015	USA
GAHH, LLC		77282108	4002677	July 26, 2011	USA
GAHH, LLC		86194450	4761251	June 23, 2015	USA
ROBBINS AUTO TOP LLC	EZON	77433554	3601342	April 7, 2009	USA
ROBBINS AUTO TOP LLC	E-Z ON AUTO TOPS	77433571	3597568	March 31, 2009	USA

ROBBINS AUTO TOP LLC	SGR-MAXBOND	85392240	4207503	September 11, 2012	USA
ROBBINS AUTO TOP LLC	EWP	85446713	4115083	March 20, 2012	USA
ROBBINS AUTO TOP LLC	Typed Drawing: Sun-Fast "G"	73742560	1529622	March 14, 1989	USA
ROBBINS AUTO TOP LLC		74060694	1654791	August 27, 1991	USA
ROBBINS AUTO TOP LLC	Typed Drawing: SUN-FAST	73742125	1526759	February 28, 1989	USA
ROBBINS AUTO TOP LLC	Typed Drawing: Robbins Flex Hinge	73678698	1532913	April 4, 1089	USA
ROBBINS AUTO TOP LLC	Typed Drawing: Robbins	73346157	1240184	May 31, 1983	USA
ROBBINS AUTO TOP LLC		73252594	1177996	November 17, 1981	USA

ROBBINS AUTO TOP LLC	(Add) ROBBINS 	005698733	005698733	November 1, 2008	European Union
ROBBINS AUTO TOP LLC	(Add) ROBBINS 	700688	TMA474728	April 14, 1997	Canada
ROBBINS AUTO TOP LLC	ROBBINS	750830	TMA459288	June 14, 1996	Canada
ROBBINS AUTO TOP LLC	(Add) ROBBINS 	03712/1991	P-390949	March 24, 1992	Switzerland
ROBBINS AUTO TOP LLC	(Add) ROBBINS 	532621	532621	April 12, 1990	Australia
ROBBINS AUTO TOP LLC		H06-117685	3336894	August 1, 1997	Japan
ROBBINS AUTO TOP LLC		B1424434	B1424434	January 14, 1994	United Kingdom

TRADEMARK APPLICATIONS

None.

4848-6252-3744.3

RECORDED: 05/09/2018

TRADEMARK
REEL: 006328 FRAME: 0598