

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470770

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLASSIC ACCESSORIES, LLC		04/16/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE HUNTINGTON NATIONAL BANK		
<b>Street Address:</b>	200 Public Square CM62		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3664047	CA CLASSIC ACCESSORIES	
<b>Registration Number:</b>	3664049	CA	
<b>Registration Number:</b>	3664048	CLASSIC ACCESSORIES	
<b>Registration Number:</b>	3664057	WAVEGEAR	
<b>Registration Number:</b>	3669744	CLASSIC ACCESSORIES	
<b>Registration Number:</b>	3669745	CLASSIC ACCESSORIES	
<b>Registration Number:</b>	3282819	WE COVER YOUR GEAR	
<b>Registration Number:</b>	3358245	QUADGEAR	
<b>Registration Number:</b>	3371077	SLEDGEAR	
<b>Registration Number:</b>	3405424	DON'T FORGET THE COVER	
<b>Registration Number:</b>	3405423	WE COVER YOUR GEAR	
<b>Registration Number:</b>	3446793	WE COVER YOUR GEAR	
<b>Registration Number:</b>	3450171	CA	
<b>Registration Number:</b>	3472920	CA	
<b>Registration Number:</b>	3472921	CA	
<b>Registration Number:</b>	3486355	MOTOGEAR	
<b>Registration Number:</b>	3561586	CLASSIC ACCESSORIES	
<b>Registration Number:</b>	4697093	FADESAFE	
<b>Registration Number:</b>	4707008	OVER DRIVE	
<b>TRADEMARK</b>			

CH \$1065.00 3664047

Property Type	Number	Word Mark
Registration Number:	4663621	RAVENNA
Registration Number:	4681318	RAVENNA
Registration Number:	4663624	HICKORY
Registration Number:	4681321	HICKORY
Registration Number:	4684161	TERRAZZO
Registration Number:	4681322	TERRAZZO
Registration Number:	4698733	FAIRWAY
Registration Number:	4682209	BELLTOWN
Registration Number:	4898284	SODO
Registration Number:	5246970	MADRONA
Registration Number:	4977418	ATRIUM
Registration Number:	5051340	WINDLOCK
Registration Number:	5097227	MONTLAKE
Registration Number:	5123755	FADESAFE
Registration Number:	5214006	SKYSHIELD
Registration Number:	5218584	CA CLASSIC ACCESSORIES
Registration Number:	5218593	CA CLASSIC ACCESSORIES
Registration Number:	5318605	MONTLAKE
Registration Number:	5303341	CA CLASSIC ACCESSORIES
Registration Number:	5282833	FADESAFE
Registration Number:	5333864	CLASSIC ACCESSORIES CA
Registration Number:	5396509	DON'T FORGET THE COVER
Serial Number:	87671426	RAINPROOF

**CORRESPONDENCE DATA**

**Fax Number:** 3124607000

*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:** 312-460-5000

**Email:** slott@seyfarth.com

**Correspondent Name:** Stephen D. Lott

**Address Line 1:** 233 S. Wacker Drive

**Address Line 2:** Suite 8000

**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 072119-000062

**NAME OF SUBMITTER:** Stephen D. Lott

**SIGNATURE:** /Stephen D. Lott/

**DATE SIGNED:** 04/20/2018

**Total Attachments: 45**



## TRADEMARK SECURITY AGREEMENT

THIS **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of June 15, 2016 (the “Effective Date”), is entered into by and between **CLASSIC ACCESSORIES, LLC**, a Delaware limited liability company (“Debtor”), whose principal place of business is c/o CID Capital, 10201 North Illinois Street, Suite 200, Indianapolis, Indiana 46290 and **FIRSTMERIT BANK, N.A.** as a Lender and the Secured Party (“Secured Party”). Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

**1. OBLIGATIONS:** The security interest and Lien hereby granted shall secure the full, prompt and complete payment in cash and performance of all of the Obligations, as that term is defined in the Credit and Security Agreement dated of even date herewith by and between Lender, Debtor, and the other persons party thereto that are designated as “Loan Parties” (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the “Credit Agreement”) and all of the obligations and liabilities of Debtor hereunder and under any other Loan Documents to which Debtor is a party

**2. TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the “Trademark Collateral”) comprises collectively: (a) all of Debtor’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to any and all of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and registrations and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); and (g) together in each case with the goodwill of Debtor’s business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything in this Agreement to the contrary, in no event shall the Trademark Collateral include, and the grant of a security interest shall not extend to any U.S. intent-to-use trademark application (“Intent to Use Applications”) for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement of use is filed).

**3. DEFINITIONS:**

(a) “Unasserted Contingent Obligations” means at any time, Obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities in respect of which no

assertion of liability (whether oral or written) and no claim or demand for payment or indemnification (whether oral or written) has been made against Borrower.

(b) “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Illinois UCC” means the Uniform Commercial Code, as adopted in Illinois, as amended or superseded from time to time.

(c) Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

(d) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Illinois UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Illinois UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

#### **4. LICENSES:**

Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) (other than in the ordinary course of business consistent with past custom and practice) included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement. Secured Party shall not be under any obligation to consent to a Trademark License unless it is necessary or appropriate in the ordinary course of Debtor’s business as presently conducted by it and so long as no Event of Default has occurred.

#### **5. REPRESENTATIONS AND WARRANTIES:**

To induce Lender to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor hereby represents and warrants to Secured Party the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is, or is deemed to be, remade pursuant thereto, true and correct:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien (except to the extent, if any, of Permitted Liens) or license (other than any license expressly permitted by this Agreement);

(b) Set forth on Schedule I is a complete and accurate list of all United States federally registered Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country) and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Debtor has full right to grant the security interest in the Trademark Collateral pursuant to the terms hereof;

(d) Each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and, to Debtor's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Debtor has notified Secured Party in writing of all prior uses of any item of the Trademark Collateral of which Debtor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(e) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I or as expressly permitted under Section 4(a);

(f) To Debtor's knowledge, reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark;

(g) To Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, might constitute a default by Debtor under the Trademark License Rights; and

(h) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

## **6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:**

Until the Termination (as defined herein) of this Agreement occurs in accordance with Section 9(k):

(a) Debtor will furnish to Secured Party upon Secured Party's reasonable request a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other reports in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademark License Rights or Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country), which is not now identified in Schedule I, (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of

such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b); Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business, as determined by Debtor in its discretion exercised in a commercially reasonable manner;

(d) Debtor will notify Secured Party immediately in writing (i) of any information which Debtor has received which might in any way materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto and (ii) when Debtor learns (A) that any material item of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse determination or the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind regarding any material item of the Trademark Collateral; or (C) that Debtor is or potentially could be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Secured Party should Debtor become aware that any material item of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take such other actions as Debtor deems appropriate under the circumstances to protect such Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral, except (A) as expressly permitted by the Credit Agreement or (B) as expressly permitted by this Agreement; or (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except Permitted Liens, as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit

Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that could materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered trademark or service mark in its business; and

(h) Debtor will pay all expenses and reasonable attorneys' fees and expenses of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Collateral.

**7. POWER OF ATTORNEY:** At any time after the occurrence and during the continuation of an Event of Default or after Debtor's failure to execute and/or take action after Secured Party's request therefor made in accordance with the terms of the Loan Documents, Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement, including, without limitation, (a) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the maintenance, protection and collection of any of the Trademark Collateral and (b) to otherwise enforce the rights of Secured Party with respect to any of the Trademark Collateral. Debtor further authorizes Secured Party as its true and lawful attorney in fact at any time: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein; and (ii) to record the collateral assignment of any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and upon the occurrence and continuation of an Event of Default; to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee).

**8. DEFAULT:**

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, in accordance with the terms of the Credit Agreement, at Secured Party's option, declare any and all of the Obligations (or in Secured Party's sole judgment, any portion thereof) to become immediately due and payable in the aggregate amount thereof. If any Event of Default occurs and is continuing, Secured Party may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including the right (i) to cause the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party, (ii) to require Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to the Secured Party at a place to be designated by Secured Party; (iii) to license the Trademark



Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) to sell the Trademark Collateral at public or private sale, the proceeds of which may be applied against the Obligations in such order and method of application as may be elected by Secured Party in its discretion exercised in good faith, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations (other than Unasserted Contingent Obligations), only when they are actually received by Secured Party. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (i) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (ii) Debtor will supply to Secured Party or its designee Debtor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) Moreover, if an Event of Default occurs and is continuing, Secured Party may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Moreover, Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) clean up or otherwise prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

## 9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois (without regard to conflicts of law principles that would result in the application of the laws of any state other than the State of Illinois).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid provision will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, after the occurrence and the during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Secured Party shall have no duty of care with respect to the Trademark Collateral except that Secured Party shall exercise reasonable care with respect to the Trademark Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Trademark Collateral as

Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party’s Lien on, the “Collateral” as defined in the Credit Agreement between Debtor and Secured Party dated as of the Effective Date, or Secured Party’s rights or remedies respecting such “Collateral.” Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Credit Agreement dated as of the Effective Date between Lender and Debtor or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party’s judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party’s judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

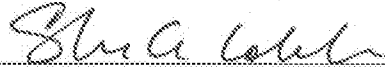
(k) This Agreement will terminate (“Termination”) on the later to occur of: (i) the full performance, payment and satisfaction of the Obligations (other than Unasserted Contingent Obligations); and (ii) the termination of all commitments to extend credit and other obligations of Lender under the Credit Agreement. Upon such Termination, Secured Party will, upon Debtor’s request, promptly execute and deliver to Debtor a release of its Liens on the Trademark Collateral granted pursuant to this Agreement or similar instrument of re-conveyance prepared by Secured Party and deliver UCC termination statements with respect to its Liens on the Trademark Collateral granted pursuant to this Agreement.

[Signature Page Follows]

The parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the Effective Date set forth above.

**DEBTOR:**

**CLASSIC ACCESSORIES, LLC**

By: 

Name: Steve A. Cobb

Title: Chairman

**LENDER:**

**FIRSTMERIT BANK, N.A.**

By: \_\_\_\_\_

Name: Jacqueline M. Hopkins

Title: Managing Director

Signature Page to Trademark Security Agreement

The parties hereto have caused this Agreement to be duly executed and delivered by their  
duly authorized officers as of the Effective Date set forth above.

**DEBTOR:** CLASSIC ACCESSORIES, LLC

By: \_\_\_\_\_  
Name: Steve A. Cobb  
Title: Chairman

**LENDER:** FIRSTMERIT BANK, N.A.

By:     *Jacqueline Hopkins*  
Name: Jacqueline M. Hopkins  
Title: Managing Director

Signature Page to Trademark Security Agreement

## SCHEDULE I

### TRADEMARKS AND LICENSES

1. United States Federally-Registered Trademarks  
Please see attached.
2. Foreign Registered Trademarks  
Please see attached.
3. State and Common Law Trade Names and Trademarks  
None.
4. Trademark Licenses
  - a. License Agreement, dated May 1, 2016, by and between John Deere Shared Services, Inc. and the Debtor
  - b. Program License Agreement, dated August 21, 2014, by and between Malibu Commerce Inc. and the Debtor
  - c. License Agreement, dated September 1, 2014, by and between Ariens Company and the Debtor
  - d. License Agreement, dated August 1, 2015, by and between Karl and Lois Tolliver and the Debtor
  - e. License Agreement – Copyright and Trademark (non-exclusive), dated May 2, 2016 by and between Next Camo, LLC and the Debtor.

In the ordinary course, the Debtor enters into agreements with suppliers (solely for the purpose of manufacturing its products) and customers that include an outbound license for use of the Debtor's trademarks.

The Debtor has private label programs in which it is provided with a right to use its customers' trademarks.

Class/Accessories	Priority	Class	Country	Registration	Date of First Publication	Serial No.	Publication Date	Volume of Registration	Registration No.	Section 8/13 Action Date	Expiration Date	Examiner Action Date	Action Required	Next Action Date	Status	Comments	Original Registrant	Current Owner	Class of Title	Class		
Basic Accessories																						
Class/Accessories	12	US		Accessories for motorized vehicles, namely, fished covers for vehicles, vehicle seat covers, vehicle seat protectors, gun racks for vehicles, trailer hitch carriers, tire covers, cargo organizers, namely bags, packs, racks, gun cases for vehicles, hitch toes for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles; accessories for motorized vehicles; accessories for motorized vehicles, namely, tire/wheel organizers, namely bags, packs, racks, gun cases for vehicles, hitch toes for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles, namely, bike racks, racks, gun cases for vehicles, hitch toes for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles, namely, hand tools for motorized vehicles; accessories for motorized vehicles; recreational vehicle, fished covers, tent endcovers for use with recreational vehicle, fished covers, tent endcovers for use with recreational vehicle, fished covers, tent endcovers for use with recreational vehicle, fished covers, tent endcovers for use with recreational vehicle; fished covers, tent endcovers for use with recreational vehicle; motorcycle, fished covers, motorcycle organizers, namely bags, packs, motorcycle cargo bags, boat fished covers, motor fished covers and seat fished covers; snowmobile, fished covers; golf cart, fished covers, canopies, organizers, namely bags, packs, racks; fished endcovers for use with golf carts; golf cart, snowshoes, golf cart seat covers; All Terrain Vehicle, fished covers, tent endcovers for use with All Terrain Vehicle; fished covers, tent endcovers for use with All Terrain Vehicle; utility vehicle, fished covers, tent endcovers for use with utility vehicles; utility vehicle, windshield, utility vehicle organizers, namely bags, packs, racks; utility vehicle cargo bags; lawn tractor, fished covers, lawn tractor canopies, lawn tractor seat covers and organizers, namely bags, packs, racks; lawn tractor fished covers, lawn tractor seat covers and organizers, namely bags, packs, racks; pumps for lawn tractor, sold as a unit.	1999	12/17/2006	77053273	8/6/2005	356406	N/A	N/A	8/6/2015	8/6/2015	8/6/2015	Requested	8/6/2015	Requested	International registration IP953869	Class/Accessories, Inc.	Class/Accessories, Inc.	N/A	N/A
Class/Accessories	11	US		Accessories for motorized vehicles, namely, fished covers for vehicles.	1999	12/17/2006	77053232	8/6/2005	3568724	N/A	8/19/2015	8/19/2015	8/19/2015	Requested	8/19/2015	Requested	International registration IP953869	Class/Accessories, Inc.	Class/Accessories, Inc.	N/A	N/A	
Class/Accessories	28	US		Flaps for recreational use, namely, airtable flaps for fishing and hunting swim fins.	1999	12/17/2006	77053237	8/19/2005	3568745	N/A	8/19/2015	8/19/2015	8/19/2015	Requested	8/19/2015	Requested	International registration IP953869	Class/Accessories, Inc.	Class/Accessories, Inc.	N/A	N/A	

TRADEMARK

REEL: 006346 FRAME: 0733

















MARK	Class	Country	Description	First Use Date	Date of Application	Serial No.	Publication Date	Notice of Allowance	Application No.	Registration Date	Registration No.	Section 8/15 Due	Section 8/15 Action Date	Expiration Date	Action Required	Abandonment Date	Cancellation Date	Status	Comment
BOAT GEAR	12	US							79811173	6/7/1992	1690063							Dead	
CARGEAR	12	US							74293731	8/7/1993	1786308							Dead	
TRUCKGEAR	12	US							73694532	9/27/1988	1505757							Dead	
CLASSICASE	18	US							7356773	6/17/1986	1397664							Dead	
CLASSIVISOR	12	US							73566819	5/27/1986	1394807							Dead	
CLASSICOVER	12	US							73486207	3/26/1985	1326834							Dead	
CLASSIFLEECE	12	US							73566581	5/20/1986	1393968							Dead	
CLASSIGLOVE	25	US							7356705	6/10/1986	1396904							Dead	
CARGEAR	12	US							75528872	11/21/2000	2405120							Dead	
CARGEAR	12	US							77229668	N/A	N/A							Dead	
DON'T FORGET THE COVER	11, 20	US							78821029	N/A	N/A							Dead	
WE COVER YOUR GEAR	24	US							78821043	N/A	N/A							Dead	
DON'T FORGET THE COVER	24	US							78821046	N/A	N/A							Dead	



Mark	Class	Country	Description	Applicant Code	Application Date	Serial No.	Publication Date	Notice of Allowance	Registration Date	Registration No.	Section 8/15 Due	Section 8/15 Action Date	Expiration Date	Expiration Action Required	Decision of Refusal	Status	Comment
CA	11, 12, 18, 20, 28	South Korea		631909	6/17/2008											10/15/2009 Closed	Rejected

**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), dated as of July 31, 2017 (the “Effective Date”), is by CLASSIC ACCESSORIES, LLC, a Delaware limited liability company (“Debtor”) in favor of THE HUNTINGTON NATIONAL BANK, as a Lender and a Security Party (the “Secured Party”).

**RECITALS**

A. Debtor and Secured Party have entered into that certain Trademark Security Agreement dated as of August 26, 2016 (as the same may from time to time be amended, modified, supplemented or restated, the “Trademark Security Agreement”), pursuant to which Debtor has granted Secured Party, for the benefit of the Lenders, a continuing security interest in and to all of the “Trademark Collateral”, as defined in the Trademark Security Agreement.

B. Debtor and Secured Party are entering into that certain Amended and Restated Credit Agreement as of the Effective Date.

C. Debtor has obtained an additional ownership interest in certain Trademark Collateral and the parties wish to amend Schedule I to include such additional Trademark Collateral.

**AGREEMENT**

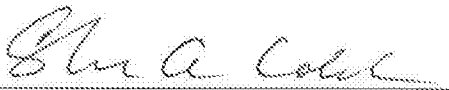
NOW, THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Trademark Security Agreement.
2. Schedule I. Schedule I attached hereto amends and replaces that certain Schedule I which was attached to the Trademark Security Agreement.
3. Affirmation. Except the amendment to Schedule 1, the Trademark Security Agreement and all covenants, terms, conditions, and agreements therein, shall remain in full force and effect, and are hereby ratified and confirmed in all respects by Debtor.
4. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[signature page follows]

The Debtor has caused this First Amendment to Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CLASSIC ACCESSORIES, LLC

By: 

Name: Steve A. Cobb

Title: Chairman

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARKS AND LICENSES**

1. United States Federally-Registered Trademarks  
Please see attached.
  
2. Foreign Registered Trademarks  
Please see attached.
  
3. State and Common Law Trade Names and Trademarks  
None.
  
4. Trademark Licenses
  - a. License Agreement, dated May 1, 2016, by and between John Deere Shared Services, Inc. and the Debtor
  
  - b. Program License Agreement, dated August 21, 2014, by and between Malibu Commerce Inc. and the Debtor
  
  - c. License Agreement, dated September 1, 2014, by and between Ariens Company and the Debtor
  
  - d. License Agreement, dated August 1, 2015, by and between Karl and Lois Tolliver and the Debtor
  
  - e. License Agreement – Copyright and Trademark (non-exclusive), dated May 2, 2016 by and between Next Camo, LLC and the Debtor.

In the ordinary course, the Debtor enters into agreements with suppliers (solely for the purpose of manufacturing its products) and customers that include an outbound license for use of the Debtor's trademarks.

The Debtor has private label programs in which it is provided with a right to use its customers' trademarks.





Mark	Class	Country	Goods/Services	Date of Filing	Application No.	Publication No.	Notice of Allowance No.	Registration No.	Registration Date	Section 8/15 Date	Section 8/15 Registration Date	Registration Date	Mark Name	Mark Number	Mark Status	Comments
29 Belltown	11	US	Fitted covers for outdoor grills, air conditioners, gas patio heaters, and electric patio heaters, and fitted fireplace pit covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	29 BELLTOWN	7/18/2021	Registered	6/2/2016
30 Belltown	20	US	Fitted fabric covers for outdoor patio furniture, tables and chairs.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	30 BELLTOWN	7/18/2021	Registered	6/2/2016
31 SODO	11	US	Fitted covers for outdoor grills, air conditioners, gas patio heaters, and electric patio heaters, and fitted fireplace pit covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	31 SODO	7/18/2021	Registered	6/2/2016
32 SODO	20	US	Fitted fabric covers for outdoor patio furniture, tables and chairs.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	32 SODO	7/18/2021	Registered	6/2/2016
33 Madrona	11	US	Fitted covers for outdoor grills, air conditioners, gas patio heaters, and electric patio heaters, and fitted fireplace pit covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	33 MADRONA	7/18/2021	Registered	6/2/2016
34 Madrona	20	US	Fitted fabric covers for outdoor patio furniture, tables and chairs.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	34 MADRONA	7/18/2021	Registered	6/2/2016
35 Artium	11	US	Fitted covers for outdoor grills, air conditioners, gas patio heaters, and electric patio heaters, and fitted fireplace pit covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	35 ARTIUM	7/18/2021	Registered	6/2/2016
36 Artium	20	US	Fitted fabric covers for outdoor patio furniture, tables and chairs.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	36 ARTIUM	7/18/2021	Registered	6/2/2016
37 Windock	11	US	Fitted covers for outdoor grills, air conditioners, gas patio heaters, and electric patio heaters, and fitted fireplace pit covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	37 WINDOCK	7/18/2021	Registered	6/2/2016
38 Windock	20	US	Fitted fabric covers for outdoor patio furniture, tables and chairs.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	38 WINDOCK	7/18/2021	Registered	6/2/2016
39 Montlake	11	US	Fitted covers for outdoor grills, air conditioners, gas patio heaters, and electric patio heaters, and fitted fireplace pit covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	39 MONTLAKE	7/18/2021	Registered	6/2/2016
40 Montlake	20	US	Fitted fabric covers for outdoor patio furniture, tables and chairs.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	40 MONTLAKE	7/18/2021	Registered	6/2/2016
41 Paradise	11	US	Fitted covers for outdoor grills, air conditioners, gas patio heaters, and electric patio heaters, and fitted fireplace pit covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	41 PARADISE	7/18/2021	Registered	6/2/2016
42 Paradise	20	US	Fitted fabric covers for outdoor patio furniture, tables and chairs.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	42 PARADISE	7/18/2021	Registered	6/2/2016
43 Sycfield	12	US	Accessories for motorized vehicles, namely, fitted covers for vehicles.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	43 SYCFIELD	7/18/2021	Registered	6/2/2016
44 CA Name/Logo Vertical Box	11	US	Fitted covers for outdoor grills, air conditioners, gas patio heaters, and electric patio heaters, and fitted fireplace pit covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	44 CA NAME/LOGO VERTICAL BOX	7/18/2021	Registered	6/2/2016
45 CA Name/Logo Vertical Box	12	US	Accessories for motorized vehicles, namely, fitted covers for vehicles, such as covers, vehicle seat protectors, sun racks for vehicles, trailer load covers and hitch tie down bags, spare the covers, camp storage organizers especially adapted to patio umbrellas.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	45 CA NAME/LOGO VERTICAL BOX	7/18/2021	Registered	6/2/2016
46 Montlake	18	US	Patio umbrellas.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	46 MONTLAKE	7/18/2021	Registered	6/2/2016
47 Montlake	20	US	Cushions (seam).	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	47 MONTLAKE	7/18/2021	Registered	6/2/2016
48 Montlake	22	US	Hammocks.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	48 MONTLAKE	7/18/2021	Registered	6/2/2016
49 Montlake	24	US	Cushion Covers.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	49 MONTLAKE	7/18/2021	Registered	6/2/2016
50 CA Name/Logo Vertical Box	18	US	Patio umbrellas.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	50 CA NAME/LOGO VERTICAL BOX	7/18/2021	Registered	6/2/2016
51 CA Name/Logo Vertical Box	22	US	Hammocks.	6/19/2017	7/14/2017	8/24/2017	11/9/2017	2/3/2018	2/3/2018	2/3/2020	2/3/2020	2/3/2020	51 CA NAME/LOGO VERTICAL BOX	7/18/2021	Registered	6/2/2016













MARK	Class	Country	Description	First Use Date	Date of Application	Serial No.	Publication Date	Notice of Allowance	Application No.	Registration Date	Registration No.	Section 8/15 Date	Section 8/15 Action Date	Expiration		Action Required	Abandonment Date	Cancellation Date	Status	Comment	
														Registration Date	Action Date						
			BOAT GEAR		12	US															
			CARGEAR		12	US			79811173	6/7/1992	1690063									Dead	
			TRUCKGEAR		12	US			74293731	8/7/1993	1786308									Dead	
			CLASSICASE		18	US			73694532	9/27/1988	1505757									Dead	
			CLASSIVISOR		12	US			73566773	6/17/1986	1397664									Dead	
			CLASSICOVER		12	US			73566819	5/27/1986	1394807									Dead	
			CLASSIFLEECE		12	US			73486207	3/26/1985	1326834									Dead	
			CLASSIGLOVE		25	US			73566581	5/20/1986	1393968									Dead	
			CARGEAR		12	US			73566705	6/10/1986	1396904									Dead	
			CARGEAR		12	US			75528872	11/21/2000	2405120									Dead	
			CARGEAR		12	US			77229668	N/A	N/A									Dead	
			DON'T FORGET THE COVER		11, 20	US			78821029	N/A	N/A									Dead	
			WE COVER YOUR GEAR		24	US			78821043	N/A	N/A									Dead	
			DON'T FORGET THE COVER		24	US			78821046	N/A	N/A									Dead	

Mark	Class	Country	Description	Applicant Code	Application Date	Serial No.	Publication Date	Notice of Allowance	Registration Date	Registration No.	Section 8/15 Due	Section 8/15 Action Date	Expiration Date	Expiration Action Required	Decision of Refusal	Status	Comment
CA	11, 12, 18, 20, 28	South Korea		631909	6/17/2008											10/15/2009 Closed	Reflected

**SECOND AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), dated as of April 16, 2018 (the “Effective Date”), is by CLASSIC ACCESSORIES, LLC, a Delaware limited liability company (“Debtor”) in favor of THE HUNTINGTON NATIONAL BANK (successor to FirstMerit, N.A.), as a Lender and a Security Party (the “Secured Party”).

**RECITALS**

A. Debtor and Secured Party have entered into that certain Trademark Security Agreement dated as of August 26, 2016, as amended by that certain First Amendment to Trademark Security Agreement dated July 31, 2017 (as the same may from time to time be amended, modified, supplemented or restated, the “Trademark Security Agreement”), pursuant to which Debtor has granted Secured Party, for the benefit of the Lenders, a continuing security interest in and to all of the “Trademark Collateral”, as defined in the Trademark Security Agreement.

B. Debtor and Secured Party are entering into that certain Second Amended and Restated Credit Agreement as of the Effective Date.

C. Debtor has obtained an additional ownership interest in certain Trademark Collateral and the parties wish to amend Schedule I to include such additional Trademark Collateral.

**AGREEMENT**


NOW, THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Trademark Security Agreement.
2. Schedule I. Schedule I attached hereto amends and replaces that certain Schedule I which was attached to the Trademark Security Agreement.
3. Affirmation. Except the amendment to Schedule 1, the Trademark Security Agreement and all covenants, terms, conditions, and agreements therein, shall remain in full force and effect, and are hereby ratified and confirmed in all respects by Debtor.
4. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[signature page follows]

The Debtor has caused this Second Amendment to Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CLASSIC ACCESSORIES, LLC

By:   
Name: Brian Bozlinski  
Title: CEO



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARKS AND LICENSES**

1. United States Federally-Registered Trademarks  
Please see attached.
  
2. Foreign Registered Trademarks  
Please see attached.
  
3. State and Common Law Trade Names and Trademarks  
None.
  
4. Trademark Licenses
  - a. License Agreement, dated May 1, 2016, by and between John Deere Shared Services, Inc. and the Debtor
  
  - b. Program License Agreement, dated August 21, 2014, by and between Malibu Commerce Inc. and the Debtor
  
  - c. License Agreement, dated September 1, 2014, by and between Ariens Company and the Debtor
  
  - d. License Agreement, dated August 1, 2015, by and between Karl and Lois Tolliver and the Debtor
  
  - e. License Agreement – Copyright and Trademark (non-exclusive), dated May 2, 2016 by and between Next Camo, LLC and the Debtor.
  
  - f. License Agreement, dated October 2017, by and between The Kingsford Products Company, LLC and Classic Accessories, LLC

In the ordinary course, the Debtor enters into agreements with suppliers (solely for the purpose of manufacturing its products) and customers that include an outbound license for use of the Debtor's trademarks.

The Debtor has private label programs in which it is provided with a right to use its customers' trademarks.





Mark	Class	Country	Description	Trademark Term	Date of First Use	Application Date	Registration Date	Registration No.	Expiration Date	Expiration Action Date	Action Required	Status	Comment
CA Logo / Classic Accessories	11, 12, 18, 20, 28	Australia	<p>11 - Fitted fabric covers for outdoor grills, air conditioners, gas patio heaters, electric patio heaters, fire pit covers.</p> <p>12 - Accessories for motorized vehicles, including fitted covers for vehicles, vehicle seat covers, steering wheel covers, vehicle seat protectors, seat belt pads and harnesses, trailer hitch carriers, tyre covers, roof rack storage containers for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles, interior organizers, trunk organizers, automotive accessories for pets, including pet seat protectors, recreational vehicle fitted covers, fitted protective enclosures for use with recreational vehicles, motorcycle fitted covers, boat fitted covers, motor fitted covers and seat fitted covers; snowmobile fitted covers; golf cart fitted covers, canopy; fitted protective enclosures for use with golf cart; golf cart windshields; utility vehicle fitted covers, utility trailer fitted covers; all terrain vehicle fitted covers, fitted protective enclosures for use with all terrain vehicles, all terrain vehicle windshields, utility vehicle fitted covers, fitted protective enclosures for use with utility vehicle, utility vehicle windshields; lawn tractor fitted covers, lawn tractor canopies, fitted protective enclosures for use with lawn tractors; lawn tractor seat covers; pontoon boats and bumpers for pontoon boats, sold as a unit; accessories for motorized vehicles including gun racks for vehicles.</p> <p>18 - Accessories for motorized vehicles including cargo packs, interior organizers including bags, packs, trunk organizers including bags, packs, cargo organizers including bags, packs, motorcycle organizers including bags, packs, motorcycle cargo bags, snowmobile organizers, including bags, packs, snowmobile cargo bags, golf cart organizers, including bags, packs; all terrain vehicle organizers, including bags, packs; all terrain vehicle cargo bags; utility vehicle organizers, including bags, packs; utility vehicle cargo bags; lawn tractor organizers, including bags, packs; lawn tractor cargo bags.</p> <p>20 - Fitted fabric covers for outdoor patio furniture, tables, chairs, log racks and pet kennels; automobile travel pillows.</p> <p>28 - Floats for recreational use, including, inflatable floats for fishing and hunting; swim fins.</p>	10 years from filing date of application	N/A	11/3/2008	7/17/2009	1270358	11/3/2018	11/3/2017	Begin Renewal Process	Registered	Discuss with Perkins Cole in early March 2018 (6 months before renewal) for cost estimate
Classic Accessories	11, 12, 20, 28	Canada	<p>12 - Accessories for motorized vehicles, namely, fitted covers for vehicles, vehicle seat covers, vehicle seat protectors, gun racks for vehicles, trailer hitch carriers, tire covers, cargo organizers, namely, bags, packs, racks, gun cases for vehicles, hitch totes for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles, accessories for motorized vehicles, namely, interior organizers, namely, bags, packs, racks, gun cases for vehicles, hitch totes for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles; accessories for motorized vehicles, namely, trunk organizers, namely, hitch totes for motorized vehicles; accessories for motorized vehicles, namely, automotive accessories for pets, namely, pet seat protectors, pet travel mats, pet travel food and water bowls; recreational vehicle fitted covers, fitted enclosures for use with recreational vehicles; motorcycle fitted covers, motorcycle organizers, namely, bags, packs; motorcycle cargo bags; boat fitted covers, motor fitted covers and seat fitted covers; snowmobile fitted covers; golf cart fitted covers, canopies, organizers, namely, bags, packs, racks; fitted enclosures for use with golf carts; golf cart windshields; golf cart seat covers; All Terrain Vehicle fitted covers, fitted enclosures for use with All Terrain Vehicles; All Terrain Vehicle organizers, namely, bags, packs, racks; All Terrain Vehicle cargo bags; Utility Vehicle fitted covers, fitted enclosures for use with Utility Vehicles, Utility Vehicle windshields, Utility Vehicle organizers, namely, bags, packs, racks; Utility Vehicle cargo bags; lawn tractor fitted covers, lawn tractor canopies, lawn tractor seat covers and organizers, namely, bags, packs, racks, pontoon boats and pumps for pontoon boats, sold as a unit.</p> <p>20 - Fitted fabric covers for outdoor patio furniture, tables, chairs and pet kennels.</p> <p>28 - Floats for recreational use, namely, inflatable floats for fishing and hunting; swim fins.</p>	15 years from registration date	N/A	5/31/2007	8/18/2010	TMA774919	8/18/2025	8/18/2024	Begin Renewal Process		

Mark	Class	Country	Description	Trademark Term	Date of First Use	Application Date	Registration Date	Registration No.	Expiration Date	Expiration Action Date	Action Required	Status	Comments	
CA Logo / Classic Accessories	11, 12, 20, 23	New Zealand	11 - fitted fabric covers for outdoor grills, air conditioners, gas patio heaters, electric patio heaters, fire pit covers; 12 - accessories for motorised vehicles, namely, fitted covers for vehicles, vehicle seat covers, steering wheel covers, cargo packs, vehicle seat protectors, gun racks for vehicles, seat belt pads and harnesses, trailer hitch carriers, tyre covers, cargo organisers, namely, bags, packs, racks, gun cases for vehicles, roof rack storage containers for motorised vehicles, hitch totes for motorised vehicles, storage containers for motorised vehicles, storage cases for motorised vehicles; accessories for motorised vehicles, namely, interior organisers, namely, bags, packs, racks, gun cases for vehicles, roof rack storage containers for motorised vehicles, hitch totes for motorised vehicles, storage containers for motorised vehicles, storage cases for motorised vehicles; accessories for motorised vehicles, namely, trunk organisers, namely, bags, packs, racks, gun cases for vehicles, roof rack storage containers for motorised vehicles, hitch totes for motorised vehicles, storage containers for motorised vehicles, storage cases for motorised vehicles; accessories for motorised vehicles, namely, cart enclosures, golf cart windshields, golf cart seat covers, utility trailer fitted covers; all terrain vehicle enclosures, all terrain vehicle accessories for motorised vehicles, namely, bags, packs, racks, all terrain vehicle enclosures, utility vehicle fitted covers, utility vehicle enclosures, utility vehicle windshields, utility vehicle organisers, namely, bags, packs, racks; motorcycle cargo bags; boat fitted covers, motor cycle organisers, namely, bags, packs, racks; motorcycle cargo bags; boat fitted covers, motor cycle covers and seat fitted covers; snowmobile fitted covers, organisers, namely, bags, packs, racks; snowmobile cargo bags; power equipment fitted covers for vehicles; golf cart fitted covers, canopies, organisers, namely, bags, packs, racks; golf cart enclosures; golf cart windshields; golf cart seat covers; utility trailer fitted covers; all terrain vehicle fitted covers; all terrain vehicle enclosures, organisers, namely, bags, packs, racks; all terrain vehicle cargo bags; all terrain vehicle windshields, utility vehicle fitted covers, utility vehicle enclosures, utility vehicle windshields, utility vehicle organisers, namely, bags, packs, racks; utility vehicle cargo bags; lawn tractor fitted covers, lawn tractor canopies and enclosures, organisers, namely, bags, packs, racks; lawn tractor cargo bags; pontoon boats and punjos for pontoon boats, sold as a unit. 24 - Covers of textile, fitted fabric covers for outdoor grills, air conditioners, gas patio heaters, electric patio heaters; fabric covers for fire pits; fitting fabric covers for outdoor patio furniture, tables, chairs and log racks.	10 years from filing date of application	N/A	10/28/2008	4/30/2009	400805266	11/3/2009	11/3/2019	11/3/2018	Begin Renewal Process	Registered	Discuss with Perkins Cole in early March 2018 (6 months before renewal) for cost estimate
CA Logo / Classic Accessories	12, 24	South Korea	12 - accessories for motorised vehicles, namely, fitted covers for vehicles, vehicle seat covers, steering wheel covers, cargo packs, vehicle seat protectors, gun racks for vehicles, seat belt pads and harnesses, trailer hitch carriers, tyre covers, cargo organisers, namely, bags, packs, racks, gun cases for vehicles, roof rack storage containers for motorised vehicles, hitch totes for motorised vehicles, storage containers for motorised vehicles, storage cases for motorised vehicles; accessories for motorised vehicles, namely, interior organisers, namely, bags, packs, racks, gun cases for vehicles, roof rack storage containers for motorised vehicles, hitch totes for motorised vehicles, storage containers for motorised vehicles, storage cases for motorised vehicles; accessories for motorised vehicles, namely, trunk organisers, namely, bags, packs, racks, gun cases for vehicles, roof rack storage containers for motorised vehicles, hitch totes for motorised vehicles, storage containers for motorised vehicles, storage cases for motorised vehicles; accessories for motorised vehicles, namely, cart enclosures, golf cart windshields, golf cart seat covers, utility trailer fitted covers; all terrain vehicle enclosures, all terrain vehicle accessories for motorised vehicles, namely, bags, packs, racks; all terrain vehicle enclosures, utility vehicle fitted covers, utility vehicle enclosures, utility vehicle windshields, utility vehicle organisers, namely, bags, packs, racks; motorcycle cargo bags; boat fitted covers, motor cycle organisers, namely, bags, packs, racks; motorcycle cargo bags; boat fitted covers, motor cycle covers and seat fitted covers; snowmobile fitted covers, organisers, namely, bags, packs, racks; snowmobile cargo bags; power equipment fitted covers for vehicles; golf cart fitted covers, canopies, organisers, namely, bags, packs, racks; golf cart enclosures; golf cart windshields; golf cart seat covers; utility trailer fitted covers; all terrain vehicle fitted covers; all terrain vehicle enclosures, organisers, namely, bags, packs, racks; all terrain vehicle cargo bags; all terrain vehicle windshields, utility vehicle fitted covers, utility vehicle enclosures, utility vehicle windshields, utility vehicle organisers, namely, bags, packs, racks; utility vehicle cargo bags; lawn tractor fitted covers, lawn tractor canopies and enclosures, organisers, namely, bags, packs, racks; lawn tractor cargo bags; pontoon boats and punjos for pontoon boats, sold as a unit. 24 - Covers of textile, fitted fabric covers for outdoor grills, air conditioners, gas patio heaters, electric patio heaters; fabric covers for fire pits; fitting fabric covers for outdoor patio furniture, tables, chairs and log racks.	10 years from registration date	N/A	6/9/2008	11/3/2009	400805266	11/3/2019	11/3/2018	Begin Renewal Process	Registered		

Mark	Class	Country	Description	Trademark Term	Date of First Use	Application Date	Registration Date	Registration No.	Expiration Date	Expiration Action Date	Action Required	Status	Comment
CA Logo / Classic Accessories / Weather Cover / Four Gear Tagline	12	South Korea	12 - Boats, motorboats, ships (excluding air cushion vehicles), parts and accessories of ships, passenger ships and boats, mooring equipment, washbas, floating cranes, cars, rowlocks, launchers, barges, rudders, sailboats, boat stands, boats (excluding salvage boats), boat hoists, included ways for boats, disengaging gear for boats, davits for boats, masts for boats, screw-propellers for boats, stern oars, ships (boats and vessels), spars for ships, timbers (frames) for ships, cleats (nautical), rudders for ships, tendons for ships, screws (propellers) for ships, turnbells for ships, electric steering gears for ships, steering instruments for ships, steering gears for ships, steering gears and rudders for ships, steam operated steering gears for ships, portholes for ships, ship hulls, ice breakers, amphibious rigs, water vehicles, hydrofoils, sculls, oil prospecting rigs, fishing boats, tugboats, yachts, oil tankers, dredgers, canoes, paddles for canoes, containers rigs, cable laying ships, catsons, helms, ferry boats, hatch boards, portholes and cargo ships.	10 years from registration date	N/A	4/9/2008	3/12/2009	400782554	3/12/2019	3/12/2018	Renewal Process	Registered	
Classic Accessories	11, 12, 18, 20, 28	(Madrid WIPO)	11 - Fitted fabric covers for outdoor grills, air conditioners, gas patio heaters, electric patio heaters, fire pit covers. 12 - Accessories for motorized vehicles, including fitted covers for vehicles, vehicle seat covers, steering wheel covers, vehicle seat protectors, seat belt pads and harnesses, trailer hitch carriers, tyre covers, roof rack storage containers for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles, interior organizers, trunk organizers, automotive accessories for peets, including pet seat protectors, recreational vehicle fitted covers; fitted protective enclosures for use with recreational vehicles, motorcycle fitted covers; boat fitted covers, motor fitted covers and seat fitted covers; snowmobile fitted covers; golf cart fitted covers, canopies; fitted protective enclosures for use with golf cart, golf cart windshields; golf cart seat covers; utility trailer fitted covers; all terrain vehicle fitted covers, fitted protective enclosures for use with all terrain vehicles; all terrain vehicle windshields, utility vehicle fitted covers, fitted protective enclosures for use with utility vehicle, utility vehicle windshields; lawn tractor fitted covers, lawn tractor canopies, fitted protective enclosures for use with lawn tractors; lawn tractor seat covers; pontoon boats and pumps for pontoon boats, sold as a unit; pontoon boats and pumps for pontoon boats, sold as a unit. 18 - Accessories for motorized vehicles, namely cargo packs, cargo organizers, namely bags, packs; accessories for motorized vehicles, namely interior organizers, namely bags, packs; accessories for motorized vehicles, namely trunk organizers, namely bags, packs; motor cycle organizers, namely bags, packs; motor cycle cargo bags, snowmobile organizers, namely bags, packs; snowmobile cargo bags; golf cart organizers, namely bags, packs; all terrain vehicle organizers, namely bags, packs; utility vehicle cargo bags; utility vehicle organizers, namely bags, packs; utility vehicle cargo bags; lawn tractor organizers, namely bags, packs; lawn tractor cargo bags. 20 - Fitted fabric covers for outdoor patio furniture, tables, chairs, log racks and pet kennels; automobile travel pillows; accessories for motorized vehicles, namely gun racks for vehicles. 28 - Floats for recreational use, including, inflatable floats for fishing and hunting; swim fins.	10 years from registration date	N/A	12/1/2006	4/3/2007	W0963669	4/3/2027	4/3/2026	Begin Renewal Process	Registered	Renewed 4/3/2017

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CA Logo / Classic Accessories	11, 12, 20, 28	Canada	<p>11 - Fitted fabric covers for outdoor grills, air conditioners, gas patio heaters, electric patio heaters, fire pit covers.</p> <p>12 - Accessories for motorized vehicles, namely, fitted covers for vehicles, vehicle seat covers, vehicle seat protectors, gun racks for vehicles, trailer hitch carriers, tire covers, cargo organizers, namely, bags, packs, racks, gun cases for vehicles, hitch totes for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles, accessories for motorized vehicles, namely, interior organizers, namely, bags, packs, racks, gun cases for vehicles, hitch totes for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles, accessories for motorized vehicles, namely, trunk organizers, namely, hitch totes for motorized vehicles, accessories for motorized vehicles, namely, automotive accessories for pets, namely, pet seat protectors, pet travel mats, pet travel food and water bowls; recreational vehicle fitted covers, fitted enclosures for use with recreational vehicles; motorcycle fitted covers, motorcycle organizers, namely, bags, packs; motorcycle cargo bags; boat fitted covers, motor fitted covers and seat fitted covers; snowmobile fitted covers; golf cart fitted covers; accessories for motorized vehicles, namely, trunk organizers, namely, hitch totes for motorized vehicles, accessories for motorized vehicles, namely, automotive accessories for pets, namely, pet seat protectors (shaped), accessories for motorized vehicles, namely, pet travel mats, pet travel food and water bowls, all specially adapted by use in pet travel in vehicles; recreational vehicle fitted covers, fitted enclosures for use with recreational vehicles; motorcycle fitted covers, motorcycle organizers, namely, bags (adapted), packs (adapted), motorcycle cargo bags; boat fitted covers, motor fitted covers and seat fitted covers; snowmobile fitted covers; golf cart fitted covers, canopies, organizers, namely, bags (adapted), packs (adapted), racks; fitted enclosures for use with golf carts; golf cart windshields; golf cart seat covers; All Terrain Vehicle fitted covers, fitted enclosures for use with All Terrain Vehicles; All Terrain Vehicle organizers, namely, bags (adapted), packs (adapted), racks; All Terrain Vehicle cargo bags; Utility Vehicle fitted covers, fitted enclosures for use with Utility Vehicles; Utility Vehicle windshields, Utility Vehicle organizers, namely, bags (adapted), packs (adapted), racks; Utility Vehicle cargo bags (adapted); lawn tractor fitted covers, lawn tractor canopies, lawn tractor seat covers and organizers, namely, bags (adapted), packs (adapted), racks. Pontoon boats and air pumps for pontoon boats, sold as a unit; floats for recreational use, namely, inflatable boats for fishing and hunting; swim fins.</p> <p>20 - Fitted fabric covers for outdoor patio furniture, tables, chairs and pet kennels.</p> <p>28 - Floats for recreational use, namely, inflatable floats for fishing and hunting; swim fins.</p>	15 years from registration date	N/A	6/11/2014	10/17/2016	TMA952307	10/17/2031	10/17/2030	Renewal Process	Registered	Specifically for use in UK, Spain, France, Germany, Italy (Amazon Europe)
CA Logo / Classic Accessories	11, 12, 20	European Union (EU)	<p>11 - Fitted fabric covers for outdoor grills, air conditioners, gas patio heaters, electric patio heaters, fire pit covers.</p> <p>12 - Accessories for motorized vehicles, namely, fitted covers for vehicles, vehicle seat covers, vehicle seat protectors, gun racks for vehicles, trailer hitch carriers, tire covers, cargo organizers, namely, bags (adapted), packs (adapted), racks, gun cases for vehicles, hitch totes for motorized vehicles, storage containers for motorized vehicles, storage cases for motorized vehicles, accessories for motorized vehicles, namely, interior organizers, namely, bags (adapted), packs (adapted), racks, gun cases for vehicles, hitch totes for motorized vehicles, storage containers for motorized vehicles, accessories for motorized vehicles, namely, trunk organizers, namely, hitch totes for motorized vehicles, accessories for motorized vehicles, namely, automotive accessories for pets, namely, pet seat protectors (shaped), accessories for motorized vehicles, namely, pet travel mats, pet travel food and water bowls, all specially adapted by use in pet travel in vehicles; recreational vehicle fitted covers, fitted enclosures for use with recreational vehicles; motorcycle fitted covers, motorcycle organizers, namely, bags (adapted), packs (adapted), motorcycle cargo bags; boat fitted covers, motor fitted covers and seat fitted covers; snowmobile fitted covers; golf cart fitted covers, canopies, organizers, namely, bags (adapted), packs (adapted), racks; fitted enclosures for use with golf carts; golf cart windshields; golf cart seat covers; All Terrain Vehicle fitted covers, fitted enclosures for use with All Terrain Vehicles; All Terrain Vehicle organizers, namely, bags (adapted), packs (adapted), racks; All Terrain Vehicle cargo bags; Utility Vehicle fitted covers, fitted enclosures for use with Utility Vehicles; Utility Vehicle windshields, Utility Vehicle organizers, namely, bags (adapted), packs (adapted), racks; Utility Vehicle cargo bags (adapted); lawn tractor fitted covers, lawn tractor canopies, lawn tractor seat covers and organizers, namely, bags (adapted), packs (adapted), racks. Pontoon boats and air pumps for pontoon boats, sold as a unit; floats for recreational use, namely, inflatable boats for fishing and hunting; swim fins.</p> <p>20 - Fitted fabric covers for outdoor patio furniture, tables, chairs and pet kennels.</p>	10 years from registration date	N/A	2/5/2015	12/18/2015	13710215	2/5/2025	2/5/2024	Begin renewal process	Registered	Specifically for use in UK, Spain, France, Germany, Italy (Amazon Europe)

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