

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARCOVERS INTERMEDIATE, INC.		12/22/2020	Corporation:
CARCOVERS ACQUISITION, LLC		12/22/2020	Limited Liability Company:
SURGE MARKETING, LLC		12/22/2020	Limited Liability Company:
GUST GUARD, LLC		12/22/2020	Limited Liability Company:
HAIL STORM PRODUCTS LLC		12/22/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 N. LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5501245	PLATINUM SHIELD	
Serial Number:	90026443	CARCOVERS.COM	
Serial Number:	90026445	SATIN SHIELD	
Serial Number:	90026452	WEATHERPROOF SHIELD	
Serial Number:	90026454	WEATHERPROOF MAX SHIELD	
Serial Number:	90026459	ULTIMATE SHIELD	
Registration Number:	3784343	GUST GUARD	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<i>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.</i>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		

CH \$190.00 5501245

Address Line 1: 190 S. LaSalle Street, Suite 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: G4599-00048

NAME OF SUBMITTER: Robert E. Horwath

SIGNATURE: /s/Robert E. Horwath

DATE SIGNED: 01/25/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of December 22, 2020, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, (i) prior to the consummation of the CarCovers Acquisition, **CARCOVERS ACQUISITION, LLC**, a Delaware limited liability company (the “*Initial Borrower*”), and (ii) immediately upon consummation of the CarCovers Acquisition, **SURGE MARKETING, LLC**, a California limited liability company (“*Company*”), **GUST GUARD, LLC**, a California limited liability company (“*Gust Guard*”), and **HAIL STORM PRODUCTS LLC**, a Texas limited liability company (“*Hail Storm*” and, together with Initial Borrower, Company, and Gust Guard, individually and collectively, the “*Borrower*”), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, **CARCOVERS INTERMEDIATE, INC.**, a Delaware corporation (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*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, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

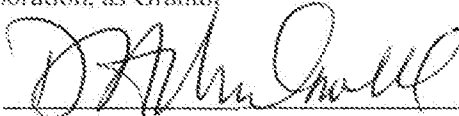
SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

CARCOVERS INTERMEDIATE, INC., a Delaware corporation, as Grantor

By: 
Name: Derek A. McDowell
Title: President

CARCOVERS ACQUISITION, LLC, a Delaware limited liability company, as Grantor


By: 
Name: Derek A. McDowell
Title: President

SURGE MARKETING, LLC, a California limited liability company, as Grantor

By: 
Name: Derek A. McDowell
Title: President

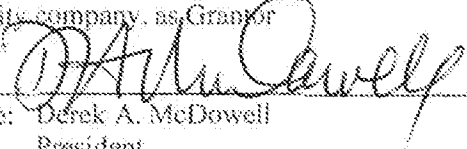
Intending and confirming by its above signature to join this Trademark Security Agreement as a "Grantor" immediately upon consummation of the CarCovers Acquisition.

GUST GUARD, LLC, a California limited liability company, as Grantor

By: 
Name: Derek A. McDowell
Title: President

Intending and confirming by its above signature to join this Trademark Security Agreement as a "Grantor" immediately upon consummation of the CarCovers Acquisition.

HAILSTORM PRODUCTS LLC, a California limited liability company, as Grantor

By: 
Name: Derek A. McDowell
Title: President

Intending and confirming by its above signature to join this Trademark Security Agreement as a "Grantor" immediately upon consummation of the Car Covers Acquisition.

Accepted:

BYLINE BANK, as Agent

By: 

Name: Jim Kuncel

Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007168 FRAME: 0669**

EXHIBIT A

1. CARCOVERS ACQUISITION, LLC: None
2. SURGE MARKETING, LLC

Mark/Name	Serial	Registration
Platinum Shield	87635256 10/05/2017	5501245 06/26/2018
	90026443 06/29/2020	
SATIN SHIELD	90026445 06/29/2020	
WEATHERPROOF SHIELD	90026452 06/29/2020	
WEATHERPROOF MAX SHIELD	90026454 06/29/2020	

ULTIMATE SHIELD	90026459 06/29/2020	
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3. GUST GUARD, LLC:

Mark/Name	Registration No.	Registration Date
GUST GUARD	3,784,343	May 4, 2010

4. HAIL STORM PRODUCTS LLC: None

5. CARCOVERS INTERMEDIATE, INC.: None