

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covercraft Industries, LLC		08/20/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 88			
Property Type	Number	Word Mark	
Registration Number:	4931060	COVERSDIRECT	
Registration Number:	4943265	CAR COVERS DIRECT	
Registration Number:	4943266	BOAT COVERS DIRECT	
Registration Number:	4943268	RV COVERS DIRECT	
Registration Number:	3069883		
Registration Number:	4901127	COVERQUEST	
Registration Number:	4492424	AUTO PEDIC	
Registration Number:	4776457	AUTO PEDIC	
Registration Number:	2912714	GT COVERS	
Registration Number:	3178748	PRECISIONFIT SEAT COVERS	
Registration Number:	3377090	GREAT COVERS	
Registration Number:	3329439	WETSKINZ	
Registration Number:	4990593	SADDLE GUARD	
Registration Number:	4565585	CARTLINK	
Registration Number:	4217882	UVS100	
Registration Number:	4236750	LEBRA	
Registration Number:	4289761	WORLD'S BEST DASHMATS	
Registration Number:	4181011	WORLD'S BEST CUSTOM CAR COVERS	
Registration Number:	4143660	CRAFTED 2 FIT	
TRADEMARK			

CH \$2215.00 4931060

Property Type	Number	Word Mark
Registration Number:	2886488	HARBOR SHELL
Registration Number:	3945318	LTD. EDITION BY DASHMAT
Registration Number:	3815935	SUEDEMAT
Registration Number:	3813439	VELOURMAT
Registration Number:	3865658	REFLEC'TECT
Registration Number:	3574704	COLGAN CUSTOM
Registration Number:	3496764	ULTRA'TECT
Registration Number:	3570322	QWIK COVER
Registration Number:	3093730	SNAPRING TIRESAVERS
Registration Number:	3005591	COVERCRAFT
Registration Number:	3021573	SEATGLOVES
Registration Number:	3059306	FORM-FIT
Registration Number:	2870657	FLEX SHADE
Registration Number:	2792081	CANINE COVERS
Registration Number:	2653457	CUSTOM HOOD PROTECTOR
Registration Number:	2605581	SPIDY GEAR
Registration Number:	2577519	WEATHERSHIELD
Registration Number:	2581115	PACK LITE
Registration Number:	2463601	WOLF AUTOMOTIVE
Registration Number:	2362696	
Registration Number:	2130470	COVERCRAFT
Registration Number:	2281934	TRUCK STOP
Registration Number:	2057395	SPIDY GEAR
Registration Number:	2055802	MULTIBOND
Registration Number:	1863648	ULTIMAT
Registration Number:	1587689	GATORNET
Registration Number:	1613719	CAB COOLER
Registration Number:	1478586	COVERCRAFT
Registration Number:	1484180	READY-FIT
Registration Number:	1478585	COVERCRAFT
Registration Number:	1450640	TECHNALON
Registration Number:	1502106	DASHMAT
Registration Number:	1372406	LE BRA
Registration Number:	5097460	WORLD'S BEST CUSTOM SEAT COVERS
Registration Number:	4932795	PROTECTION FOR WHATEVER YOU DRIVE
Registration Number:	3364693	YOU CAN JUDGE A BOAT BY ITS COVER!
Registration Number:	4532755	YOU CAN JUDGE A BOAT BY ITS COVER!
Registration Number:	3650340	PERFORMANCE POLY-GUARD

Property Type	Number	Word Mark
Registration Number:	3135315	
Registration Number:	4764983	SUN-DURA
Registration Number:	6086059	THE BEST COVERS UNDER THE SUN
Registration Number:	5201915	WORLD'S BEST CUSTOM TRUCK COVERS
Registration Number:	5230360	COVERCRAFTER
Registration Number:	5201271	KLYENT
Registration Number:	5188035	THAT'S MY BABY
Registration Number:	6236410	CARVER
Registration Number:	6161624	STYLED-TO-FIT
Registration Number:	6217356	CONTOUR-FIT
Registration Number:	5690021	ADCO
Registration Number:	5848616	PCI
Registration Number:	5690022	ADCO
Registration Number:	5848617	PCI
Registration Number:	5685707	SFS AQUASHED
Registration Number:	5685708	SFS AQUASHED
Registration Number:	5854666	DESIGNER SERIES
Registration Number:	5764579	DAILY PROTECTOR
Registration Number:	5656726	DASH SAVER
Registration Number:	5378892	WOLF READY-FIT
Registration Number:	5378893	WOLF
Registration Number:	5510157	DENIM BLUE
Registration Number:	5278100	GRAFIX SERIES
Registration Number:	5278099	GRAFIX SERIES
Registration Number:	5257831	VIEWSHIELD
Registration Number:	5257832	VIEWSHIELD
Registration Number:	5186228	WEATHERSHIELD
Serial Number:	88812868	
Serial Number:	88812881	
Serial Number:	88576784	STYLED-TO-FIT
Serial Number:	88458761	UV HYDRO

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

TRADEMARK

REEL: 007399 FRAME: 0213

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0620

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 08/20/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 20, 2021 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of Antares Capital LP, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Covercraft Merger Sub, Inc., a Delaware corporation (which on the Closing Date shall be merged with and into Covercraft Parent III, Inc., a Delaware corporation (“**Parent III**”), with Parent III surviving such merger as the borrower (the “**Borrower**”)), the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be

treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

COVERCRAFT INDUSTRIES, LLC

By: 

Name: Matt Jordan

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007399 FRAME: 0217

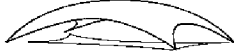
AGREED AND ACCEPTED
as of the date first written above:










ANTARES CAPITAL LP,
as Agent


By: Arvin Shahnazi
Name: Arvin Shahnazi
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

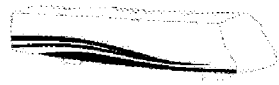
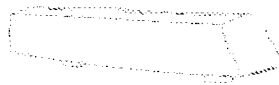


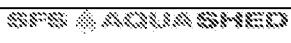
Grantor	Jurisdiction	Mark	Application/ Registration No.
Covercraft Industries, LLC	United States	COVERSDIRECT	Registration No. 4931060
Covercraft Industries, LLC	United States	CAR COVERS DIRECT	Registration No. 4943265
Covercraft Industries, LLC	United States	BOAT COVERS DIRECT	Registration No. 4943266
Covercraft Industries, LLC	United States	RV COVERS DIRECT	Registration No. 4943268
Covercraft Industries, LLC	United States		Registration No. 3069883
Covercraft Industries, LLC	United States	COVERQUEST	Registration No. 4901127
Covercraft Industries, LLC	United States	AUTO PEDIC	Registration No. 4492424
Covercraft Industries, LLC	United States		Registration No. 4776457
Covercraft Industries, LLC	United States	GT COVERS	Registration No. 2912714
Covercraft Industries, LLC	United States	PRECISIONFIT SEAT COVERS	Registration No. 3178748
Covercraft Industries, LLC	United States	GREAT COVERS	Registration No. 3377090
Covercraft Industries, LLC	United States	WETSKINZ	Registration No. 3329439
Covercraft Industries, LLC	United States	SADDLE GUARD	Registration No. 4990593
Covercraft Industries, LLC	United States	CARTLINK	Registration No. 4565585
Covercraft Industries, LLC	United States	UVS100	Registration No. 4217882
Covercraft Industries, LLC	United States	LEBRA	Registration No. 4236750

Covercraft Industries, LLC	United States	WORLD'S BEST DASHMATS	Registration No. 4289761
Covercraft Industries, LLC	United States	WORLD'S BEST CUSTOM CAR COVERS	Registration No. 4181011
Covercraft Industries, LLC	United States		Registration No. 4143660
Covercraft Industries, LLC	United States	HARBOR SHELL	Registration No. 2886488
Covercraft Industries, LLC	United States		Registration No. 3945318
Covercraft Industries, LLC	United States	SUEDEMAT	Registration No. 3815935
Covercraft Industries, LLC	United States	VELOURMAT	Registration No. 3813439
Covercraft Industries, LLC	United States		Registration No. 3865658
Covercraft Industries, LLC	United States	COLGAN CUSTOM	Registration No. 3574704
Covercraft Industries, LLC	United States		Registration No. 3496764
Covercraft Industries, LLC	United States		Registration No. 3570322
Covercraft Industries, LLC	United States		Registration No. 3093730
Covercraft Industries, LLC	United States		Registration No. 3005591
Covercraft Industries, LLC	United States		Registration No. 3021573
Covercraft Industries, LLC	United States		Registration No. 3059306

Covercraft Industries, LLC	United States	FLEX SHADE	Registration No. 2870657
Covercraft Industries, LLC	United States	CANINE COVERS	Registration No. 2792081
Covercraft Industries, LLC	United States	CUSTOM HOOD PROTECTOR	Registration No. 2653457
Covercraft Industries, LLC	United States		Registration No. 2605581
Covercraft Industries, LLC	United States	WeatherShield	Registration No. 2577519
Covercraft Industries, LLC	United States		Registration No. 2581115
Covercraft Industries, LLC	United States	WOLF AUTOMOTIVE ¹	Registration No. 2463601
Covercraft Industries, LLC	United States		Registration No. 2362696
Covercraft Industries, LLC	United States	COVERCRAFT	Registration No. 2130470
Covercraft Industries, LLC	United States	TRUCK STOP	Registration No. 2281934
Covercraft Industries, LLC	United States	SPIDY GEAR	Registration No. 2057395
Covercraft Industries, LLC	United States	MULTIBOND	Registration No. 2055802
Covercraft Industries, LLC	United States	ULTIMAT	Registration No. 1863648
Covercraft Industries, LLC	United States	GATORNET	Registration No. 1587689
Covercraft Industries, LLC	United States	CAB COOLER	Registration No. 1613719

¹ This registration was due for renewal June 21, 2021; a Combined Declaration of Use and/or Excusable Non-Use/Application for Renewal of Registration of a Mark under Sections 8 and 9, including a request to amend the mark to "WOLF" was filed June 20, 2021 and may not be accepted by the U.S. Patent and Trademark Office. If the declaration is not accepted this registration may be cancelled.

Covercraft Industries, LLC	United States	COVERCRAFT	Registration No. 1478586
Covercraft Industries, LLC	United States	READY-FIT	Registration No. 1484180
Covercraft Industries, LLC	United States		Registration No. 1478585
Covercraft Industries, LLC	United States		Registration No. 1450640
Covercraft Industries, LLC	United States	DASHMAT	Registration No. 1502106
Covercraft Industries, LLC	United States	LeBra	Registration No. 1372406
Covercraft Industries, LLC	United States	WORLD'S BEST CUSTOM SEAT COVERS	Registration No. 5097460
Covercraft Industries, LLC	United States	PROTECTION FOR WHATEVER YOU DRIVE	Registration No. 4932795
Covercraft Industries, LLC	United States	YOU CAN JUDGE A BOAT BY ITS COVER!	Registration No. 3,364,693
Covercraft Industries, LLC	United States	YOU CAN JUDGE A BOAT BY ITS COVER!	Registration No. 4,532,755
Covercraft Industries, LLC	United States	PERFORMANCE POLY-GUARD	Registration No. 3,650,340
Covercraft Industries, LLC	United States		Registration No. 3,135,315
Covercraft Industries, LLC	United States	SUN-DURA	Registration No. 4,764,983
Covercraft Industries, LLC	United States	THE BEST COVERS UNDER THE SUN	Registration No. 6086059
Covercraft Industries, LLC	European Union	COVERCRAFT	Registration No. 14982326
Covercraft Industries, LLC	United States	WORLD'S BEST CUSTOM TRUCK COVERS	Registration No. 5201915

Covercraft Industries, LLC	United States	COVERCRAFTER	Registration No. 5230360
Covercraft Industries, LLC	United States	KLYENT	Registration No. 5201271
Covercraft Industries, LLC	United States	THAT'S MY BABY	Registration No. 5188035
Covercraft Industries, LLC	United States		88812868 (Pending)
Covercraft Industries, LLC	United States		88812881 (Pending)
Covercraft Industries, LLC	United States	STYLED-TO-FIT	88576784 (Published)
Covercraft Industries, LLC	United States	UV HYDRO	88458761 (Published)
Covercraft Industries, LLC	United States	CARVER	Registration No. 6236410
Covercraft Industries, LLC	United States	STYLED-TO-FIT	Registration No. 6161624
Covercraft Industries, LLC	United States	CONTOUR-FIT	Registration No. 6217356
Covercraft Industries, LLC	United States	ADCO	Registration No. 5690021
Covercraft Industries, LLC	United States	PCI	Registration No. 5848616
Covercraft Industries, LLC	United States		Registration No. 5690022
Covercraft Industries, LLC	United States		Registration No. 5848617
Covercraft Industries, LLC	United States	SFS AQUASHED	Registration No. 5685707
Covercraft Industries, LLC	United States		Registration No. 5685708

Covercraft Industries, LLC	United States	DESIGNER SERIES	Registration No. 5854666
Covercraft Industries, LLC	United States	DAILY PROTECTOR	Registration No. 5764579
Covercraft Industries, LLC	United States	DASH SAVER	Registration No. 5656726
Covercraft Industries, LLC	United States	WOLF READY-FIT	Registration No. 5378892
Covercraft Industries, LLC	United States		Registration No. 5378893
Covercraft Industries, LLC	United States	DENIM BLUE	Registration No. 5510157
Covercraft Industries, LLC	United States		Registration No. 5278100
Covercraft Industries, LLC	United States	GRAFIX SERIES	Registration No. 5278099
Covercraft Industries, LLC	United States	VIEWSHIELD	Registration No. 5257831
Covercraft Industries, LLC	United States		Registration No. 5257832
Covercraft Industries, LLC	United States	WEATHERSHIELD	Registration No. 5186228
Covercraft Industries, LLC	United States	Design only	Registration No. 3135315