

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719981

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900672607

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LLOYD DESIGN CORPORATION		01/27/2022	Corporation: 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: 9

Property Type	Number	Word Mark
Registration Number:	4722478	LLOYD MATS
Registration Number:	4722486	CLASSIC LOOP
Registration Number:	4722485	HEAVY PLUSH
Registration Number:	5887218	LOGOMAT
Registration Number:	4722487	LUXE
Registration Number:	4726401	PROTECTOR MAT
Registration Number:	4726402	RUBBERTITE
Registration Number:	4726404	VELOURTEX
Serial Number:	90524459	SIGNATURE RUBBER

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

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:	04/08/2022
Total Attachments: 5 source=3. Covercraft_Lloyd Design Corporation - Trademark Security Agreement#page1.tif source=3. Covercraft_Lloyd Design Corporation - Trademark Security Agreement#page2.tif source=3. Covercraft_Lloyd Design Corporation - Trademark Security Agreement#page3.tif source=3. Covercraft_Lloyd Design Corporation - Trademark Security Agreement#page4.tif source=3. Covercraft_Lloyd Design Corporation - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of January 27, 2022 (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 August 20, 2021 (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 August 20, 2021 (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.

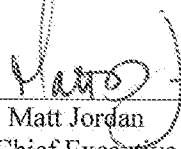
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

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

GRANTOR:

LLOYD DESIGN CORPORATION

By: 
Name: Matt Jordan
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007675 FRAME: 0220

AGREED AND ACCEPTED
as of the date first written above:

ANTARES CAPITAL LP,
as Agent

Arvin Shahnazi

By: _____

Name: Arvin Shahnazi

Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

Grantor	Jurisdiction	Mark	Application/ Registration No.
LLOYD DESIGN CORPORATION	United States	LLOYD MATS	Application No. 86237891/Registration No. 4722478
LLOYD DESIGN CORPORATION	United States	CLASSIC LOOP	Application No. 86240613/Registration No. 4722486
LLOYD DESIGN CORPORATION	United States	HEAVY PLUSH	Application No. 86240605/Registration No. 4722485
LLOYD DESIGN CORPORATION	United States	LOGOMAT	Application No. 87829605/Registration No. 5887218
LLOYD DESIGN CORPORATION	United States	LUXE	Application No. 86240631/Registration No. 4722487
LLOYD DESIGN CORPORATION	United States	PROTECTOR MAT	Application No. 86240591/Registration No. 4726401
LLOYD DESIGN CORPORATION	United States	RUBBERTITE	Application No. 86240611/Registration No. 4726402
LLOYD DESIGN CORPORATION	United States	SIGNATURE RUBBER	Application No. 90524459
LLOYD DESIGN CORPORATION	United States	VELOURTEX	Application No. 86240622/Registration No. 4726404