

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARCOVERS.COM, LLC		07/08/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BYLINE BANK, AS AGENT		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	UNITED STATES		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5501245	PLATINUM SHIELD	
Registration Number:	6256505	SATIN SHIELD	
Registration Number:	6256507	WEATHERPROOF SHIELD	
Registration Number:	6256508	WEATHERPROOF MAX 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>			
Phone:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle St Ste 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:	07/11/2022		

CH \$140.00 5501245

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of July 8, 2022, 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 the Loan Agreement (defined below).

WHEREAS, CARCOVERS.COM, LLC, a Delaware limited liability company ("**Company**"), **SURGE MARKETING, LLC**, a California limited liability company ("**Surge**"), **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 Company, Surge and Gust Guard, individually and collectively, the "**Borrower**"), **CARCOVERS INTERMEDIATE, INC.**, a Delaware corporation ("**Parent**"), the Lenders party thereto, and the Agent, are party to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as February 3, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Loan Agreement**").

WHEREAS, Carcovers Acquisition, LLC, a Delaware limited liability company (the "**Initial Borrower**"), Surge, Gust Guard, Hail Storm (together with Initial Borrower, Surge and Gust Guard, individually and collectively, the "**Original Borrowers**") and Parent are party to that certain Security Agreement dated as of December 22, 2020 in favor of the Agent on behalf of itself and the Lenders, pursuant to which Original Borrowers and Parent were required to execute and deliver that certain Trademark Security Agreement dated as of December 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "**Original Trademark Security Agreement**");

WHEREAS, Borrower and Parent are party to that certain Amended and Restated Security Agreement of February 3, 2022 in favor of the Agent on behalf of itself and the Lenders (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement;

WHEREAS, following the date of the Loan Agreement and Security Agreement, the component entities making up the Borrower entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Hail Storm, Gust Guard, and Surge have merged with and into the Company (the "Merger");

WHEREAS, pursuant to such Merger Agreement, the Company is the sole surviving entity constituting Borrower;

WHEREAS, pursuant to the Merger Agreement, various Certificates of Merger were filed with the Secretaries of State of the States of Texas, California, and Delaware and became effective on February 16, 2022 (Texas), March 15, 2022 (Surge in California), March 28, 2022 (Gust Guard in California), and February 10, 2022 (Delaware), respectively; and

WHEREAS, the Merger caused all trademarks of the component entities formerly making up Borrower to become the property of Company and Company has recorded the Certificate of Merger with the United State Patent and Trademark Office.

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 United States Patent and Trademark Office record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

SECTION 4. **Grantor Remains Liable**. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. **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 6. **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.

SECTION 7. **Governing Law**. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY**

THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.

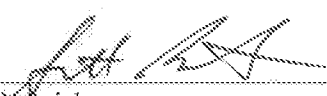
SECTION 8. **Amendment and Restatement**. On the date hereof, that certain Original Trademark Security Agreement shall be modified, amended and restated by this Amended and Restated Trademark Security Agreement. The parties hereto acknowledge and agree that the security interest, mortgage, pledge, delivery, conveyance, transfer and liens granted by Original Borrowers to the Collateral (as defined therein) pursuant to the Original Trademark Security Agreement are in all respects continuing and in full force and effect and are hereby fully ratified and affirmed in all respects.

[Remainder of page left intentionally blank.]

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

GRANTORS:

CARCOVERS.COM, LLC, a Delaware limited liability company, as Grantor

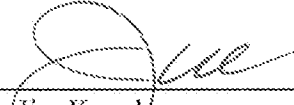
By:  _____

Name: Scott Bannick

Title: Vice President

Accepted:

BYLINE BANK, as Agent

By: 
Name: Jim Kuncel
Title: Managing Director

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 007774 FRAME: 0942

EXHIBIT A

1. CARCOVERS.COM, LLC

Mark/Name	Serial	Registration
Platinum Shield	87635256 10/05/2017	5501245 06/26/2018
SATIN SHIELD	90026445 06/29/2020	6256505 01/26/21
WEATHERPROOF SHIELD	90026452 06/29/2020	6256507 01/26/21
WEATHERPROOF MAX SHIELD	90026454 06/29/2020	6256508 01/26/21
GUST GUARD	77831777 09/22/2009	3784343 05/04/2010