

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749134

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900706322

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARCOVERS.COM, LLC		07/08/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP
Street Address:	222 South Ninth Street
Internal Address:	Suite 2800
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Limited Partnership: DELAWARE

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: 3177133699

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: 3177133412

Email: twagner@taftlaw.com

Correspondent Name: Tiffini Wagner

Address Line 1: One Indiana Square

Address Line 2: Suite 3500

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	M45477-00038
NAME OF SUBMITTER:	Tiffini Wagner

SIGNATURE:	/ Tiffini Wagner /
DATE SIGNED:	08/17/2022
Total Attachments: 5 source=Spell Capital_Carcovers.com - Trademark Security Agreement#page1.tif source=Spell Capital_Carcovers.com - Trademark Security Agreement#page2.tif source=Spell Capital_Carcovers.com - Trademark Security Agreement#page3.tif source=Spell Capital_Carcovers.com - Trademark Security Agreement#page4.tif source=Spell Capital_Carcovers.com - Trademark Security Agreement#page5.tif	

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 3, 2022 BY SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP IN FAVOR OF BYLINE BANK, AS SENIOR AGENT AND SENIOR LENDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

TRADEMARK SECURITY AGREEMENT

THIS 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 **SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP**, a Delaware limited partnership (the “**Purchaser**”) under that certain Note Purchase 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**”), and the Purchaser are party to that certain Note Purchase Agreement, dated as of February 3, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Note Purchase Agreement**”);

WHEREAS, Borrower and Parent are party to that certain Security Agreement dated as of February 3, 2022 in favor of the Purchaser (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 Note Purchase 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 Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase 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 Purchaser a continuing 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 Purchaser 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 MINNESOTA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.**

[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.

GRANTOR:

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

By: _____

Name: Scott Bartnick

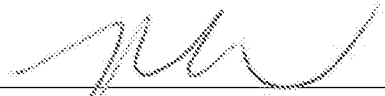
Title: Vice President

[Signature Page to Trademark Security Agreement]

Accepted:

SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP,
a Delaware limited partnership

By: SCMP MANAGEMENT II, LLC
Its: General Partner

By: _____

Name: Mark R. McDonald
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007783 FRAME: 0364

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