

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARCOVERS.COM, LLC		11/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP		
Street Address:	60 South Sixth Street		
Internal Address:	Suite 3550		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
Name:	NORTHCOAST MEZZANINE SBIC III, LP		
Street Address:	60 South Sixth Street		
Internal Address:	Suite 3550		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
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	
Registration Number:	3732876	EZ-SNAP	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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>			

OP \$165.00 5501245

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

NAME OF SUBMITTER: Tiffini Wagner

SIGNATURE: / Tiffini Wagner /

DATE SIGNED: 11/07/2022

Total Attachments: 6

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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.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of November 1, 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 (“*Spell*”) and **NORTHCOAST MEZZANINE SBIC III, LP**, a Delaware limited partnership (“*NorthCoast*” and, individually and collectively together with Spell, the “*Purchaser*”) under that certain Note Purchase Agreement (defined below).

WHEREAS, CARCOVERS.COM, LLC, a Delaware limited liability company (“*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 by that certain Limited Consent and First Amendment to Note Purchase Agreement, Joinder, and Omnibus Amendment to Note Documents, dated as of September 15, 2022 (as may be further 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 Grantor was required to execute and deliver that certain Trademark Security Agreement, dated as of July 8, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Original Trademark Security Agreement*”);

WHEREAS, Borrower is party to that certain Asset Purchase Agreement with EZ Snap Innovations, Inc., a British Columbia company (“*EZ Snap*”), and Raymond Waddell and Darlene Waddell, pursuant to which Borrower has acquired substantially all of the assets (including certain trademarks) of EZ Snap; and

WHEREAS, Borrower and Purchaser desire to amend and restate the Original Trademark Security Agreement in order to, among other things, name NorthCoast a Purchaser hereunder and amend the Collateral (as defined in the Original Trademark Security Agreement), as provided in and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser to hold the Notes of the Borrower under the Note Purchase Agreement, 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 Purchaser pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Purchaser 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.**

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 Borrower 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 Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTORS:

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

By: 
Name: Derek A. McDowell
Title: President

[Signature Page to Amended and Restated 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

NORTHCOAST MEZZANINE SBIC III, LP

By: NORTHCOAST MANAGEMENT III, LLC

Its: General Partner

By: 

Name: Mark R. McDonald

Title: Founding Partner

[Signature Page to Amended and Restated Trademark Security Agreement]

EXHIBIT A

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
EZ-SNAP	78893544 May 25, 2006	3732876 December 29, 2009
EZ-SNAP	1302917 May 25, 2006	Canada TMA698208 October 11, 2007