

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM779360

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900729343		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARCOVERS.COM, LLC		11/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BYLINE BANK, AS AGENT		
<b>Street Address:</b>	180 North LaSalle Street, Suite 300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5501245	PLATINUM SHIELD	
<b>Registration Number:</b>	6256505	SATIN SHIELD	
<b>Registration Number:</b>	6256507	WEATHERPROOF SHIELD	
<b>Registration Number:</b>	6256508	WEATHERPROOF MAX SHIELD	
<b>Registration Number:</b>	3784343	GUST GUARD	
<b>Registration Number:</b>	3732876	EZ-SNAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3124996700		
<b>Email:</b>	ahesla@duanemorris.com		
<b>Correspondent Name:</b>	Robert E. Horwath		
<b>Address Line 1:</b>	190 S LaSalle St Ste 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	G4599-00048		
<b>NAME OF SUBMITTER:</b>	Robert E. Horwath		

<b>SIGNATURE:</b>	/s/Robert E. Horwath
<b>DATE SIGNED:</b>	01/09/2023
<b>Total Attachments: 5</b> source=Second AR Trademark Security Agreement (Byline_Carcovers - November 2022)#page1.tif source=Second AR Trademark Security Agreement (Byline_Carcovers - November 2022)#page2.tif source=Second AR Trademark Security Agreement (Byline_Carcovers - November 2022)#page3.tif source=Second AR Trademark Security Agreement (Byline_Carcovers - November 2022)#page4.tif source=Second AR Trademark Security Agreement (Byline_Carcovers - November 2022)#page5.tif	

**SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS SECOND 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 **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 (“*Borrower*”), **CARCOVERS INTERMEDIATE, INC.**, a Delaware corporation (“*Parent*”), the Lenders party thereto, and the Agent are party to certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of February 3, 2022, as amended by that certain Limited Consent and First Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of the date hereof (as may be further amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Loan 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 Grantor was required to execute and deliver that certain Amended and Restated 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 Agent** desire to amend and restate the Original Trademark and Security Agreement in order to, among other things, 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 Lenders to continue make their respective extensions of credit to the Borrower thereunder, 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 Second 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 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 Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTOR:

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

By: 

Name: Derek A. McDowell

Title: President

Accepted:

**BYLINE BANK**, as Agent

By:   
Name: Jim Kuncel  
Title: Managing Director

*Signature Page to Second Amended and Restated Trademark Security Agreement*

**TRADEMARK**  
**REEL: 007934 FRAME: 0188**

**EXHIBIT A**

<b>Mark/Name</b>	<b>Serial</b>	<b>Registration</b>
<b>Platinum Shield</b>	87635256 10/05/2017	5501245 06/26/2018
<b>SATIN SHIELD</b>	90026445 06/29/2020	6256505 01/26/21
<b>WEATHERPROOF SHIELD</b>	90026452 06/29/2020	6256507 01/26/21
<b>WEATHERPROOF MAX SHIELD</b>	90026454 06/29/2020	6256508 01/26/21
<b>GUST GUARD</b>	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