

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XPEL, INC.		04/06/2023	Corporation:
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1525 West W.T. Harris Blvd		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Corporation: NORTH DAKOTA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6904125	FUSION PLUS	
Registration Number:	6210036	PROTECTION EXPERTS	
Registration Number:	6897906	STEALTH	
Registration Number:	3969018	TRACWRAP	
Serial Number:	90723721	ULTIMATE PLUS	
Serial Number:	97007232	ULTIMATEFUSION	
Registration Number:	3542360	XPEL	
Registration Number:	5855304	XPEL	
Registration Number:	6746523	XPEL	
Registration Number:	6398052	XPEL FUSION PLUS	
Registration Number:	4583615	XPEL ULTIMATE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	MieshaHollingsworth@huntonak.com		
Correspondent Name:	Hunton AK LLP		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		

CH \$290.00 6904125

NAME OF SUBMITTER:	GREGORY L. PORTER
SIGNATURE:	/Gregory L. Porter/
DATE SIGNED:	05/19/2023
Total Attachments: 6 source=WellsFargoXPELTrademarkSAExe#page1.tif source=WellsFargoXPELTrademarkSAExe#page2.tif source=WellsFargoXPELTrademarkSAExe#page3.tif source=WellsFargoXPELTrademarkSAExe#page4.tif source=WellsFargoXPELTrademarkSAExe#page5.tif source=WellsFargoXPELTrademarkSAExe#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of April 6, 2023, is entered into by and between XPEL, INC., a Nevada corporation (the “*Grantor*”) and WELLS FARGO BANK, NATIONAL ASSOCIATION (the “*Assignee*”), as Administrative Agent pursuant to that certain Collateral Agreement, dated as of April 6, 2023, among the Grantor, the Assignee and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of April 6, 2023, among the Assignee, the Grantor, the lenders party thereto and the lenders who may become a party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Secured Obligations. For the purposes of this Agreement, “*Trademarks*” means, collectively, all of the following of the Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule A, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

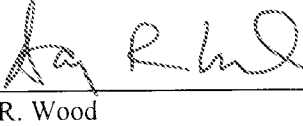
4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

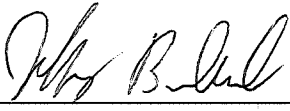
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officers, all as of the day and year first written above.

XPEL, INC., as Grantor

By: 
Name: Barry R. Wood
Title: Senior Vice President, Chief Financial Officer
and Secretary

ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By:  _____

Name: Jeffrey Brouillard

Title: Managing Director

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

(See attached)

SR. NO.	COUNTRY	STATUS	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.	OWNERSHIP
4844.006U1	United States	Registered	FUSION PLUS (Class 2)	May 19, 2021	90722614	Nov 22, 2022	6504125	XPTEL, INC.
4844.026U1	United States	Registered	PROTECTION EXPERTS & DESIGN (Class 35)	May 8, 2020	88907420	Dec 1, 2020	6210036	XPTEL, INC.
732850-0090	United States	Registered	STEALTH (Class 17, 37)	Oct 28, 2020	907284475	Nov 15, 2022	6897906	XPTEL, INC.
4844.006U1	United States	Registered	TRACWRAP (Class 2)	Apr 12, 2010	85/011,869	May 31, 2011	3969018	XPTEL, INC.
4844.037U1	United States	Allowed	ULTIMATE PLUS (Class 17, 37)	May 20, 2021	90723721			XPTEL, INC.
4844.038U1	United States	Allowed	ULTIMATEFUSION (Class 2, 17, 37)	Sep 1, 2021	97007232			XPTEL, INC.
4844.001U1	United States	Registered	XPTEL & DESIGN (Class 17)	Apr 8, 2008	76/688,462	Dec 9, 2008	3542360	XPTEL, INC.
4844.016U1	United States	Registered	XPTEL (Class 17, 21, 37)	Oct 25, 2018	88/169,762	Sep 10, 2019	5855304	XPTEL, INC.
4844.016U2	United States	Registered	XPTEL (Class 2)	Jul 12, 2021	90823844	May 31, 2022	6746523	XPTEL, INC.
4844.027U1	United States	Registered	XPTEL FUSION PLUS (Class 2)	Jun 10, 2020	88957389	Jun 22, 2021	6398052	XPTEL, INC.
4844.004U1	United States	Registered	XPTEL ULTIMATE (Class 17)	Dec 13, 2013	86/142,854	Aug 12, 2014	4583615	XPTEL, INC.

TRADEMARK

REEL: 008078 FRAME: 0744

RECORDED: 05/19/2023