

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3852949

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN COVERS, INC.	04/29/2016
RECEIVING PARTY DATA	
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	08963526
Application Number:	09249207
Application Number:	29167292
Application Number:	29181631
Application Number:	29181627
Application Number:	29181626
Application Number:	11230835
Application Number:	29167293
Application Number:	29181628
Application Number:	11879715
Application Number:	11640454
Application Number:	29181697
Application Number:	12945329
Application Number:	12399299
Application Number:	11981726
Application Number:	11640440
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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>	

PATENT

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ATTORNEY DOCKET NUMBER: 214338-00102

NAME OF SUBMITTER: RAQUEL HALEEM

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 04/29/2016

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of April 29, 2016, by American Covers, Inc., a Utah corporation (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

WITNESSETH

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Amended and Restated Credit Agreement (First Lien) dated as of September 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement dated as of September 1, 2015, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(a) Each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement of each such Patent.

3. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of law principles.

[Signature Page Follows]

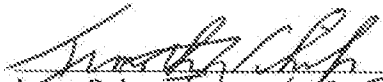
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN COVERS, INC., a Utah
corporation

By: 
Name: Chris Anderson
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: ~~Lynn Rehn~~ *Timothy R. Schiter*
Title: ~~Vice President~~ *Director*

SCHEDULE A

Granted Patents						
Title	Country	App #	File Date	Patent #	Issue Date	Expiration Date
Tire Protectant Applicator	US	08/963526	11/3/1997	5896616	4/27/1999	11/3/2017
Tire Protectant Applicator	US	09/249207	2/12/1999	5987694	11/23/1999	11/3/2017
Air Freshener*	US	29/167292	9/11/2002	D474535	5/13/2003	5/13/2017
Tire Sidewall Protectant Dispenser and Applicator Head*	US	29/181631	5/14/2003	D496766	9/28/2004	9/28/2018
Liquid Applicator Head*	US	29/181627	5/14/2003	D496511	9/21/2004	9/21/2018
Tire Sidewall Protectant Dispenser and Applicator Head*	US	29/181626	5/14/2003	D496510	9/21/2004	9/21/2018
Combination Tire Sidewall Protectant Dispenser and Applicator*	US	11/230835	9/20/2005	7658565	2/9/2010	2/9/2025
Air Freshener*	US	29/167293	9/11/2002	D476071	6/17/2003	6/17/2017
Liquid Applicator*	US	29/181628	5/14/2003	D484656	12/30/2003	12/30/2017
Paste Wax Composition*	US	11/879715	7/18/2007	7503964	3/17/2009	7/18/2027
Cleaning and Polishing Composition for Metallic Surfaces*	US	11/640454	12/15/2006	7374592	5/20/2008	12/15/2026
Combined Tire Sidewall Protectant Dispenser and Applicator*	US	29/181697	5/14/2003	D485033	1/6/2004	1/6/2018
Nano Gel Wax*	US	12/945329	11/12/2010	7976624	7/12/2011	11/12/2030
Flexible Protective and Lustrous Spray Gel Dressing Composition*	US	12/399299	3/6/2009	8772399	7/8/2014	10/22/2031
Interior Protectant Applicator*	US	11/981726	10/31/2007	7658568	2/9/2010	1/3/2028
Interior Protectant/Cleaner Composition*	US	11/640440	12/15/2006	7381250	6/3/2008	12/15/2026

*These patent applications have been abandoned.