

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7425051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CARCOVERS.COM	07/08/2022
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
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8985672
Application Number:	61497343
Patent Number:	8235450
Application Number:	61271988
CORRESPONDENCE DATA	
Fax Number:	(317)713-3699
<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>	
Phone:	3177133500
Email:	Taft-ip-Docket@taftlaw.com
Correspondent Name:	MATTHEW METZGER
Address Line 1:	ONE INDIANA SQUARE, SUITE 3500
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	M45477-00038
NAME OF SUBMITTER:	KELLY BOWLING
SIGNATURE:	/Kelly Bowling/
DATE SIGNED:	07/11/2022
Total Attachments: 5	
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**TO BE RECORDED WITH THE U.S.
PATENT AND TRADEMARK OFFICE**

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.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Patent Security 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 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 a 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 Patent Security 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 patents of the component entities formerly making up Borrower to become the property of Company and Company has recorded the respective Certificate of Merger with the United State Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser to enter into the Note Purchase Agreement and to purchase the Senior Subordinated Note from the Borrower thereunder, each Grantor hereby agrees as follows:

SECTION 1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement and, if not defined therein, in the Note Purchase Agreement.

SECTION 2. **Grant of Security Interest in Patent Collateral.** As security for the Obligations, each Grantor 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 hereinafter acquired, in and to the following Collateral of such Grantor (the "**Patent Collateral**"):

(a) all of its Patents, provisional and non-provisional Applications, and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent or Application, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, substitutes, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

SECTION 3. **Security Agreement.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Purchaser pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Purchaser with respect to the security interest in the Patent 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 Patent Security 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 Patents 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 Patent 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 Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 7. **Governing Law.** **THIS PATENT SECURITY 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

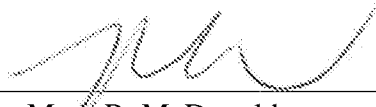
Title: Vice President

[Signature Page to Patent 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 Patent Security Agreement]

SCHEDULE I

TO

PATENT SECURITY AGREEMENT

1. CARCOVERS.COM, LLC:

Title	App. No.	Patent No.
Inflatable Cover	13,517,589 June 13, 2012	8985672 03/24/2015
Hail Shroud Car Cover, a multi-function product for protection of automobiles from weather effects	61,497,343 June 15, 2011	n/a
Vehicle Cover Restraint System	12/846,269 July 29, 2010	8235450 08/07/2012
Vehicle Cover Restraint System	61/271,988 July 29, 2009	n/a

Patent Licenses

Licensee	Licensor	Description of License	Royalties Payable
Covercraft Industries	CARCOVERS.COM, LLC	Gust Guard Patent	Nominal
Budge Industries	CARCOVERS.COM, LLC	Gust Guard Patent	Nominal
Wirthco Engineering	CARCOVERS.COM, LLC	Gust Guard Patent	Nominal
EASEPAL Enterprises	CARCOVERS.COM, LLC	Gust Guard Patent	Nominal

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