

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TOWNE HOLDINGS, INC.		12/31/2013	CORPORATION: MARYLAND
Towne Park, Ltd.		12/31/2013	CORPORATION: MARYLAND
Mile Hi Valet Service, Inc.		12/31/2013	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3194856	DRIVEN TO SERVE
Registration Number:	2715880	MILE HI VALET SERVICE
Registration Number:	4243519	P
Registration Number:	4311937	P A
Registration Number:	4315986	P A PARK ANNAPOLIS
Registration Number:	4341018	P A PARK ANNAPOLIS
Registration Number:	4277527	PARK ANNAPOLIS
Registration Number:	3434995	TOWNE PARK
Registration Number:	3903533	TOWNE PARK
Registration Number:	3903532	
Registration Number:	4163329	CURBSIDE
Registration Number:	4163331	CURBSIDE HOSPITALITY
Registration Number:	4163330	CURBSIDE HOSPITALITY

OP \$440.00 3194856

Registration Number:	3521867	AVASCEND
Serial Number:	85886170	ADVANCING THE PATIENT EXPERIENCE
Serial Number:	85855829	SNAGASPACE
Serial Number:	85939058	TOWNE HEALTH

**CORRESPONDENCE DATA**

Fax Number: 6179518736  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-951-8132  
Email: linda.salera@bingham.com  
Correspondent Name: Linda A. Salera  
Address Line 1: One Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	12/31/2013

Total Attachments: 7  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2013 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among TA TP MidCo, Inc., a Delaware corporation (“Midco”), TA TP MergerCo, Inc., a Maryland corporation (“MergerCo”), (Midco and MergerCo, prior to the Closing Date Acquisition, are sometimes referred to herein collectively as the “Borrowers” and individually as a “Borrower”; upon and after giving effect to the Closing Date Acquisition, Towne Holdings, Inc., a Maryland corporation (the “Company”), shall succeed to MergerCo’s rights and obligations as a “Borrower”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Guaranty and Security Agreement, dated as of December 31, 2013, in favor of Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the

Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 its Trademarks and IP Licenses subject to a security interest hereunder, consistent with such Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark 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 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TOWNE HOLDINGS, INC.,**

as a Grantor

By: \_\_\_\_\_

Name: Mark J. Norwicz

Title: Chief Financial Officer and Treasurer

**TOWNE PARK, LTD.,**

as a Grantor

By: \_\_\_\_\_

Name: Mark J. Norwicz

Title: Chief Financial Officer and Treasurer

**MILE HI VALET SERVICE, INC.,**

as a Grantor

By: \_\_\_\_\_

Name: Mark J. Norwicz

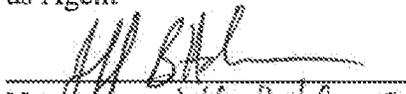
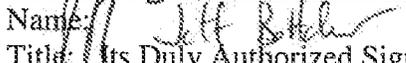
Title: Treasurer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 005184 FRAME: 0442**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name:   
Title: Its Duly Authorized Signatory

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005184 FRAME: 0443**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

**1. REGISTERED TRADEMARKS**

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>	<b>Status</b>	<b>Jurisdiction</b>
Towne Park, Ltd.	DRIVEN TO SERVE	N/A	3,194,856 (1/2/2007)	Registered	United States
Mile Hi Valet Service, Inc.	MILE HI VALET SERVICE	78,148,422 (7/29/2002)	2,715,880 (5/13/2003)	Registered	United States
Towne Holdings, Inc.	P (and design)	85/514,231 (1/11/2012)	4,243,519 (11/13/2013)	Registered	United States
Towne Holdings, Inc.	P A (and design)	85/587,614 (4/3/2012)	4,311,937 (4/2/2013)	Registered	United States
Towne Holdings, Inc.	P A PARK ANNAPOLIS (and design) (in color)	85/605,213 (4/23/2012)	4,315,986 (4/9/2013)	Registered	United States
Towne Holdings, Inc.	P A PARK ANNAPOLIS (and design)	85/587,608 (4/3/2012)	4,341,018 (5/28/2013)	Registered	United States
Towne Holdings, Inc.	PARK ANNAPOLIS	85/587,604 (4/3/2012)	4,277,527 (1/15/2013)	Registered	United States
Towne Park, Ltd.	TOWNE PARK	77/281,038 (9/17/2007)	3,434,995 (5/27/2008)	Registered	United States
Towne Park, Ltd.	TOWNE PARK (and design)	85/036,671 (5/12/2010)	3,903,533 (1/11/2011)	Registered	United States

Grantor	Trademark	Application Number/Date	Registration Number/Date	Status	Jurisdiction
Towne Park, Ltd.	Val Design	85/036,618 (5/12/2010)	3,903,532 (1/11/2011)	Registered	United States
Towne Holdings Inc.	CURBSIDE	N/A	4,163,329 (6/26/2012)	Registered	United States
Towne Holdings Inc.	CURBSIDE HOSPITALITY	N/A	4,163,331 (6/27/2012)	Registered	United States
Towne Holdings Inc.	CURBSIDE HOSPITALITY (stylized with design)	N/A	4,163,330 (6/28/2012)	Registered	United States
Towne Park, Ltd.	AVASCEND	77/230518 (7/16/2007)	3521867 (10/21/2008)	Registered	United States

## 2. TRADEMARK APPLICATIONS

Grantor	Trademark	Application Number/Date	Registration Number/Date	Status	Jurisdiction
Towne Holdings, Inc.	ADVANCING THE PATIENT EXPERIENCE	85/886,170 (3/26/2013)	N/A	Pending	United States
Towne Holdings, Inc.	SNAGASPACE	85/855,829 (2/21/2013)	N/A	Pending	United States
Towne Holdings, Inc.	TOWNE HEALTH	85/939,058 (5/22/2013)	N/A	Pending	United States

## 3. IP LICENSES

None.