

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGM Automotive, LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	225 Asylum Street		
Internal Address:	23rd Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4138414	ORIGINATIVITY	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	572881		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/01/2015		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST (TRADEMARKS)

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of March 31, 2015, by ("*Grantor*"), in favor of U.S. BANK NATIONAL ASSOCIATION, for the benefit of the Note Holders (as such term is used in the Security Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of March 31, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Note Holders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (as used herein, the "*IP Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Note Holders, a continuing security interest in and to the IP Collateral to secure the prompt payment, performance and observance of the Secured Obligations, and does hereby agree as follows:


All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

AGM AUTOMOTIVE, LLC

By: 
Name: Conner Searcy
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005489 FRAME: 0490

SCHEDULE A

Trademark Registrations and Applications

MARK	REG. NO.	FILE NO.	FILING DATE	REG. DATE
ORIGINATIVITY	4138414	85415685	09/06/2011	05/08/2012