

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Agero, Inc.		05/27/2016	Corporation: NEVADA
MBSi Corp		05/27/2016	Corporation: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America
<b>Street Address:</b>	100 Federal Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2727632	AUTOVALET
Registration Number:	1796158	DRIVER'S CHOICE
Registration Number:	1872927	DRIVER'S ONECARD
Registration Number:	1604976	ASSIST 24
Registration Number:	2327061	ASSIST 24
Registration Number:	2668584	DRIVER'S PREMIER
Registration Number:	2677030	DRIVER'S ELITE
Registration Number:	3852102	DRIVER'S ONE
Registration Number:	3687481	VIMS
Registration Number:	4112694	VINPOINT
Registration Number:	4143865	AGERO
Registration Number:	4292984	VIEWPOINT
Registration Number:	4233182	
Registration Number:	4233196	
Registration Number:	4477421	POLICYPAL
Registration Number:	4952571	BLINK
Serial Number:	86632456	B
Serial Number:	86632469	B

OP \$890.00 2727632

Property Type	Number	Word Mark
Registration Number:	4471506	AHEAD OF THE CURVE
Registration Number:	3511847	IREPO.COM
Registration Number:	4022199	IREPO
Registration Number:	2634737	RE-PROS
Registration Number:	4797009	REPOKLOUD
Registration Number:	4701373	VENDOR COMPLY
Registration Number:	4705534	LPRKLOUD
Registration Number:	4733408	TRAINING COMPLY
Registration Number:	4746369	
Registration Number:	4452613	REPO NINJA
Registration Number:	4783341	ENCRYPTION MAX
Registration Number:	4676709	REPOINTEL
Registration Number:	4701374	CONTRACT COMPLY
Registration Number:	4799743	RECOVERYCONNECT
Registration Number:	4897806	SKIPKLOUD
Serial Number:	86475967	REPOINTEL REPOSSESSION INTELLIGENCE BY M
Registration Number:	4951929	COMPLIANCE MADE EASY

**CORRESPONDENCE DATA**

Fax Number: 6172484000

*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.*

Phone: 617-248-500

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Daniel L. Scales
<b>SIGNATURE:</b>	/Daniel L. Scales/
<b>DATE SIGNED:</b>	05/27/2016

**Total Attachments: 5**

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source=Agero - AR Trademark Security Agreement (May 2016)#page5.tif

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is entered into as of May 27, 2016, by AGERO, INC., a Nevada corporation (“**Holdings**”) and MBSI CORP., a Nevada corporation (“**MBSi**” and collectively with Holdings, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent under and as defined in the Credit Agreement.

### W I T N E S S E T H:

WHEREAS, the Grantors are party to an Amended and Restated Security Agreement dated as of May 27, 2016 (as amended from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration with the United States Patent & Trademark Office are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law. This 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 Page Follows]

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

ACERO, INC.,  
as Grantor

By: Margaret G. Ward  
Name: Margaret G. Ward  
Title: Treasurer and Vice President

MBSI, INC.,  
as Grantor




By: Margaret G. Ward  
Name: Margaret G. Ward  
Title: Treasurer and Vice President




{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005802 FRAME: 0195**

Schedule I

Agero, Inc.:

<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
AUTOVALET	Registered	76/101344	02-Aug-2000	2727632	17-Jun-2003
DRIVER'S CHOICE	Registered	74/313919	15-Sep-1992	1796158	28-Sep-1993
DRIVER'S ONECARD	Registered	74/400133	09-Jun-1993	1872927	10-Jan-1995
ASSIST 24	Registered	73/835353	01-Nov-1989	1604976	03-Jul-1990
ASSIST 24	Registered	75/263339	10-Jun-1997	2327061	07-Mar-2000
DRIVER'S PREMIER	Registered	76/326309	17-Oct-2001	2668584	31-Dec-2002
DRIVER'S ELITE	Registered	76/326585	17-Oct-2001	2677030	21-Jan-2003
DRIVER'S ONE	Registered	77/654535	22-Jan-2009	3852102	28-Sep-2010
VIMS	Registered	78/594974	25-Mar-2005	3687481	22-Sep-2009
VINPOINT	Registered	85/167411	02-Nov-2010	4112694	13-Mar-2012
AGERO	Registered	85/243639	16-Feb-2011	4143865	15-May-2012
VIEWPOINT	Registered	85/343390	10-Jun-2011	4292984	19-Feb-2013
	Registered	85/555966	29-Feb-2012	4233182	30-Oct-2012
	Registered	85/556267	29-Feb-2012	4233196	30-Oct-2012
POLICYPAL	Registered	85/944610	29-May-2013	4477421	04-Feb-2014
DRIVEQ	Allowed	86/018474	24-Jul-2013		
VEHICLE360	Allowed	86/502875	14-Jan-2015		
DRIVER360	Allowed	86/502961	14-Jan-2015		
AUTOTALK	Allowed	86/523805	04-Feb-2015		
BLINK	Registered	86/523744	04-Feb-2015	4952571	03-May-2016
CLIENTCONNECT	Allowed	86/581971	31-Mar-2015		
PROVIDERCONNECT	Allowed	86/581983	31-Mar-2015		
	Published	86/632456	18-May-2015		

	Published	86/632469	18-May-2015		
BLYNK	Pending	86/686578	08-Jul-2015		
	Pending	86/686671	08-Jul-2015		
	Pending	86/686730	08-Jul-2015		
AHEAD OF THE CURVE	Registered	85/577293	22-Mar-2012	4471506	21-Jan-14

MBSi Corp.:

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
IREPO.COM	Registered	77/412104	04-Mar-2008	3,511,847	07-Oct-2008
IREPO	Registered	85/225718	25-Jan-2011	4,022,199	06-Sep-2011
RE-PROS	Registered	76/295583	07-Aug-2001	2,634,737	15-Oct-2002
REPOKLOUD	Registered	86/376277	25-Aug-2014	4,797,009	18-Aug-2015
VENDOR COMPLY	Registered	86/256815	18-Apr-2014	4,701,373	10-Mar-2015
LPRKLOUD	Registered	86/256822	18-Apr-14	4,705,534	17-Mar-15
TRAINING COMPLY	Registered	86/256818	18-Apr-14	4,733,408	5-May-15
REPO NINJA (and LOGO Design)	Registered	86/256796	18-Apr-14	4746369	2-Jun-15
REPO NINJA	Registered	85/863341	28-Feb-13	4,452,613	17-Dec-13
ENCRYPTION MAX	Registered	86/355733	2-Aug-14	4,783,341	28-Jul-15
REPOINTEL	Registered	86/256824	18-Apr-14	4,676,709	20-Jan-15
CONTRACT COMPLY	Registered	86/256817	18-Apr-14	4,701,374	10-Mar-15
RECOVERYCONNECT	Registered	86/518502	29-Jan-15	4,799,743	25-Aug-15
SKIPKLOUD	Registered	86/638442	21-May-15	4,897,806	9-Feb-16
REPOINTEL (and Logo Design)	Opposed	86/475967	9-Dec-14		

COMPLIANCE MADE EASY	Registered	86/256810	18-Apr-14	4,951,929	3-May-16
PLACEMENTACE	Allowed	86/256823	18-Apr-14		
PLACEMENTNOW	Allowed	86/601788	17-Apr-15		

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