

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RepairClinic, LLC		12/28/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association		
<b>Street Address:</b>	127 Public Square		
<b>Internal Address:</b>	Attn: Commercial Banking		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3278597	REPAIRCLINIC	
<b>Registration Number:</b>	3914851	REPAIRCLINIC.COM	
<b>Registration Number:</b>	3932786	WE MAKE FIXING THINGS EASY	
<b>Registration Number:</b>	3985022	REPAIRCLINIC	
<b>Registration Number:</b>	4122823	365 DAYS. PERIOD.	
<b>Registration Number:</b>	2476314	REPAIRGURU	
<b>Registration Number:</b>	2678622	REPAIRCLINIC.COM	
<b>Registration Number:</b>	2696046	REPAIRCLINIC.COM	
<b>Registration Number:</b>	3612106		
<b>Registration Number:</b>	3612104		
<b>Registration Number:</b>	3612099		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165665800		
<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>			
<b>Phone:</b>	2165665791		
<b>Email:</b>	Jennifer.Hardy@thompsonhine.com		
<b>Correspondent Name:</b>	James A. Schneider, Jr.		
<b>Address Line 1:</b>	3900 Key Center		

TRADEMARK

**Address Line 2:** 127 Public Square  
**Address Line 4:** Cleveland, OHIO 44114

**NAME OF SUBMITTER:** James A. Schneider, Jr.

**SIGNATURE:** /s/ James A. Schneider, Jr.

**DATE SIGNED:** 12/28/2016

**Total Attachments: 15**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Borrower)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 28<sup>th</sup> day of December, 2016, by REPAIRCLINIC, LLC, a Delaware limited liability company (the "Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Pledgor, 51ST STREET PROPERTIES , LLC, an Illinois limited liability company, and SUNDBERG AMERICA, LLC, an Illinois limited liability company (together with their respective successors and assigns, collectively, the "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of December 28, 2016, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender") and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). The Pledgor desires that the Lenders grant to the Pledgor and the other Borrowers the financial accommodations as described in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Pledgor and the other Borrowers by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Event of Default" means an event or condition that constitutes an Event of Default, as defined in Section 7.1 hereof.

“Intellectual Property Collateral” means, the right, title and interest of the Pledgor in, to and under the following:

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto, to the extent registered in the USPTO or that is the subject of pending applications in the USPTO;

(b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof, to the extent registered in the USPTO or that is the subject of pending applications in the USPTO;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Pledgor set forth in Schedule 1 hereto, and all extensions and renewals thereof, to the extent registered in the USCO;

(d) all rights of any kind whatsoever of the Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

provided that Intellectual Property Collateral shall not include any Excluded Property.

“ITU Application” means a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to the Administrative Agent, the Swing Line Lender, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Borrowers or any other Credit Party pursuant to Letters of Credit; (b) each extension or renewal of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in all of the Intellectual Property Collateral, including (without limitation) all of the Pledgor’s future Intellectual Property Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

The Pledgor, the Administrative Agent and the Lenders hereby acknowledge and agree that, with respect to any ITU Application included within the Intellectual Property Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) and shall be considered Excluded Property until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. The Pledgor owns all of the Intellectual Property Collateral and, whether the same are registered or unregistered, no such Intellectual Property Collateral has been adjudged invalid or unenforceable.

4.2. The Intellectual Property Collateral is valid and enforceable.

4.3. The Pledgor has no knowledge of any material claim that the use of any of the Intellectual Property Collateral does or may violate the rights of any Person.

4.4. The Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses,

registered user agreements and covenants by the Pledgor not to sue third Persons, except for Liens expressly permitted pursuant to Section 5.9 of the Credit Agreement.

4.5. The Pledgor has full power, authority and legal right to pledge the Intellectual Property Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.

5. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Intellectual Property Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Standard Patent and Trademark Use. The Pledgor shall not use the Intellectual Property Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

7. Events of Default and Remedies.

7.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

7.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

7.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the maturity of the Obligations has been accelerated pursuant to Section 9.1 or 9.2 of the Credit Agreement (and, solely in the case of Section 9.1 of the Credit Agreement, the Administrative Agent has elected to enforce its rights and remedies in respect of collateral securing the Secured Obligations); provided that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. Upon acceleration as set forth in the preceding sentence, the Assignment shall immediately take effect upon written certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the

Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

7.4. If an Event of Default shall occur (and be continuing), the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Intellectual Property Collateral and to exercise such rights and remedies as allowed by law.

8. Maintaining Intellectual Property Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Intellectual Property Collateral, provided that the Pledgor shall not be obligated to maintain any Intellectual Property Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Intellectual Property Collateral is no longer necessary in the Pledgor's business. All reasonable fees, costs and expenses, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

9. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any material patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Intellectual Property Collateral, including, but not limited to, payment of any maintenance fees provided that the Pledgor shall not be obligated to maintain any Intellectual Property Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Intellectual Property Collateral is no longer useful or necessary to the Pledgor's business.. Any expenses incurred in connection with the Intellectual Property Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Intellectual Property Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor or such abandonment is in connection with the abandonment of a product or product line.

10. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Intellectual Property Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action unless such joining will jeopardize the proceeding or cause unnecessary damage to the Pledgor's position in

such proceeding in which case the Pledgor shall give written notice thereof to the Administrative Agent. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 10, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor provided that the Pledgor shall not be responsible for costs, expenses or any damage to the Administrative Agent, if the Administrative Agent had knowledge that joining such action would cause damage to such Pledgor or jeopardize the proceeding.

11. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Intellectual Property Collateral, or to grant or issue any exclusive or nonexclusive license under the Intellectual Property Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

12. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, upon giving reasonable notice to the Pledgor, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Intellectual Property Collateral.

13. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Intellectual Property Collateral, as evidenced by this Agreement.

14. New Intellectual Property Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.



15. Modifications for New Intellectual Property Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Intellectual Property Collateral as contemplated by Sections 1 and 14 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 15, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

16. Maximum Liability of the Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement by the Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of the Pledgor from other affiliates of the Borrowers) would not render the rights to payment of the Administrative Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law. The Pledgor hereby agrees that, in connection with the payments made hereunder, the Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Secured Obligations have been irrevocably paid in full, and the Pledgor shall not exercise any such contribution rights until the Secured Obligations have been irrevocably paid in full.

17. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication, with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

18. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Intellectual Property Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

22. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

23. Termination. At such time as the Secured Obligations shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, the Pledgor shall have the right to terminate this Agreement. Upon written request of the Pledgor, the Administrative Agent shall promptly execute and deliver to the Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Administrative Agent's security interest in the Intellectual Property Collateral and to re-vest in the Pledgor full title to the Intellectual Property Collateral, subject to any disposition thereof that may have been made by the Administrative Agent, for the benefit of the Lenders, pursuant hereto. The Pledgor will indemnify the Administrative Agent in all respects for all costs incurred by the Administrative Agent in connection with such termination, which indemnification obligation shall survive the termination of this Agreement.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Intellectual Property Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE OTHER CREDIT PARTIES, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

REPAIRCLINIC, LLC

By: 

Robert M. Burke  
Chief Executive Officer

Signature Page to  
Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005952 FRAME: 0602**

SCHEDULE 1

**Patents:**

None, as of the Closing Date.

**Trademarks:**

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>	<u>Where Filed</u>
REPAIRCLINIC	77/019649	10/12/06	3,278,597	8/14/07	RepairClinic, LLC	United States
REPAIRCLINIC.COM	77/720744	4/23/09	3,914,851	2/1/11	RepairClinic, LLC	United States
WE MAKE FIXING THINGS EASY	85/028767	5/3/10	3,932,786	3/15/11	RepairClinic, LLC	United States
REPAIRCLINIC	85/162480	10/27/10	3,985,022	6/28/11	RepairClinic, LLC	United States
365 DAYS.PERIOD.	85/222051	1/20/11	4,122,823	4/3/12	RepairClinic, LLC	United States
REPAIRGURU	75/662486	3/17/99	2,476,314	8/7/01	RepairClinic, LLC	United States
REPAIRCLINIC.COM	75/981246	3/17/99	2,678,622	1/21/03	RepairClinic, LLC	United States
REPAIRCLINIC.COM	75/662448	3/17/99	2,696,046	3/11/03	RepairClinic, LLC	United States
(design only)	77/574495	9/19/08	3,612,106	4/28/09	RepairClinic, LLC	United States
(design only)	77/574466	9/19/08	3,612,104	4/28/09	RepairClinic, LLC	United States
(design only)	77/574414	9/19/08	3,612,099	4/28/09	RepairClinic, LLC	United States

**Copyrights:**

Title	Reg. No.	Reg. Date	Owner	Where Filed
RepairClinic.com appliance, parts, help & more (2000)	VA0001391633	4/16/07	RepairClinic, LLC	United States
RepairClinic.com appliance, parts, help & more (2006)	VA0001391634	4/16/07	RepairClinic, LLC	United States
Repairclinic.com appliance, parts, help & more (2010)	VA0001781306	2/21/11	RepairClinic, LLC	United States
RepairClinic.com We make fixing things easy	VA1972052	(website 2011)	RepairClinic.com, Inc.	United States

EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF DECEMBER 28, 2016, EXECUTED BY REPAIRCLINIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE INTELLECTUAL PROPERTY COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION  
as the Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT

WHEREAS, REPAIRCLINIC, LLC, a Delaware limited liability company (the "Pledgor"), is the owner of the Intellectual Property Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of December 28, 2016 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Intellectual Property Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Intellectual Property Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent's election to take actual title to the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the right, title and interest of the Pledgor in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto, to the extent registered in the United States Patent and Trademark Office in Alexandria, Virginia (the "USPTO") or that is the subject of pending applications in the USPTO;

(b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications, to the extent registered in the USPTO or that is the subject of pending applications in the USPTO;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Pledgor set forth in Schedule 1 hereto, and all extensions and renewals thereof, to the extent registered in the United States Copyright Office in Washington, D.C.;

(d) all rights of any kind whatsoever of the Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

other than, in each case, Excluded Property.



This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Intellectual Property Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on December 28, 2016.

REPAIRCLINIC, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_