

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXTGEN PRO, LLC		02/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NEXTGEN DEALER SOLUTIONS, LLC		
Street Address:	1431 Greenway Drive		
Internal Address:	Suite 775		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4662863	CYCLEPRO	
CORRESPONDENCE DATA			
Fax Number:	3015750335		
<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:	443.738.1522		
Email:	trademarks@offitkurman.com		
Correspondent Name:	Glenn D. Solomon		
Address Line 1:	8171 Maple Lawn Boulevard		
Address Line 2:	Suite 200		
Address Line 4:	Fulton, MARYLAND 20759		
ATTORNEY DOCKET NUMBER:	00030089.00002		
NAME OF SUBMITTER:	Glenn D. Solomon		
SIGNATURE:	/Glenn D. Solomon/		
DATE SIGNED:	02/14/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), made this 8th day of February, 2017, by and between NEXTGEN PRO, LLC, a Delaware limited liability company, with an address of 4521 Sharon Road, Suite 370, Charlotte, North Carolina 28211 ("Debtor"), and NEXTGEN DEALER SOLUTIONS, LLC, a Delaware limited liability company, with an address of 1431 Greenway Drive, Suite 775, Irving, Texas 75038 (the "Secured Party").

WHEREAS, Debtor has executed an Unconditional Guaranty Agreement dated even date herewith (the "Guaranty") in favor of the Secured Party, pursuant to which the Debtor guaranteed the payment and performance of all obligations of Smart Server, Inc. under a Subordinated Secured Confessed Judgement Promissory Note executed in favor of the Secured Party on the date hereof.

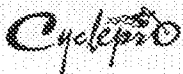
WHEREAS, to secure the obligations under the Note, the Debtor executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Debtor, and agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees with the Secured Party as follows:

1. Grant of Security. Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Debtor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) All trademark registrations and applications, including the trademark

The logo for Cyclops, featuring the word "Cyclops" in a stylized, handwritten-style font with a circular graphic element around the letter 'o'.

registered with the United States Trademark and Trademark Office, Registration number 4,662,863, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of

a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Debtor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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

(d) any and all claims and causes of action, with respect to any of the Trademarks, 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.

2. Recordation. Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement, including the provisions in Section 8 for subordination, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

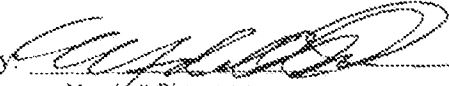
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the

State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEXTGEN PRO, LLC

By: 

Name: Marshall Chesrown

Title: President

Address for Notices:

4521 Sharon Road

Suite 370

Charlotte, North Carolina 28211

Attention: Steven Berrard

AGREED TO AND ACCEPTED:
NEXTGEN DEALER SOLUTIONS, LLC

By: _____

Name:

Title:

Address for Notices:

1431 Greenway Drive

Suite 775

Irving, Texas 75038

Attention: Kartik Kakarala

[Signature Page to the Trademark Security Agreement]

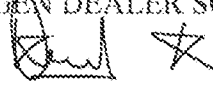
TRADEMARK
REEL: 005988 FRAME: 0033

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEXTGEN PRO, LLC

By: _____
Name: Marshall Chesrown
Title: President
Address for Notices:
4521 Sharon Road
Suite 370
Charlotte, North Carolina 28211
Attention: Steven Berrard

AGREED TO AND ACCEPTED:
NEXTGEN DEALER SOLUTIONS, LLC

By:  _____
Name: Kartik Kakarala
Title: President
Address for Notices:
1431 Greenway Drive
Suite 775
Irving, Texas 75038
Attention: Kartik Kakarala

[Signature Page to the Trademark Security Agreement]