

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UGM Addcar Systems		04/12/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Australia and New Zealand Banking Group Limited		
Street Address:	4/100 Queen Street		
City:	Melbourne		
State/Country:	AUSTRALIA		
Postal Code:	3000		
Entity Type:	Australian Public Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1795602	ADDCAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2067578451		
Email:	saraeaton@dwt.com		
Correspondent Name:	Sara Eaton		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	0069490-000019		
NAME OF SUBMITTER:	Sara Eaton		
SIGNATURE:	/Sara Eaton/		
DATE SIGNED:	04/12/2017		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of 12 April, 2017, between UGM Addcar Systems, LLC, a Delaware limited liability company (the "Grantor"), in favor of Australia and New Zealand Banking Group Limited (ACN 005 357 522), a financial institution registered and organized under the laws of Australia (the "Secured Party").

RECITALS

A. The Grantor is a party to a Pledge and Security Agreement dated as of February 10, 2014, as amended (the "Pledge and Security Agreement"), between the Grantor and the Secured Party pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party, as follows:

1. DEFINED TERMS.

Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) The Grantor hereby grants to the Secured Party for the ratable benefit of the Secured Parties, a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of Grantor's Secured Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule 1 hereto;

(ii) the right to, and to obtain, all renewals thereof;

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing;

(iv) all proceeds of the foregoing, including, but not limited to, licenses, royalties, income, payments, claims and damages;

(v) general intangibles of a like nature; and

(vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

(b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or

shall be a delegation of duties to the Secured Party, (ii) Grantor shall remain liable under and each of the agreements included in the Trademark Collateral, and the Secured Party shall have no obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall the Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

3. SECURITY AGREEMENT.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

4. APPLICABLE LAW.


This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

5. COUNTERPARTS.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.


IN WITNESS WHEREOF, 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.

UGM ADDCAR SYSTEMS, LLC, a Delaware limited liability company

By: 
Name: Paul Hartcher
Title: Director and CEO

Accepted and Agreed:

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

By: 
Name: Jantina Nieuwen
Title: Director, Lending Services

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Country/App/Reg/ No.	Filing/Reg. Date	Description (Mark)	Next Scheduled Expiration Date
ICG ADDCAR Systems, LLC	Australia/1479400/147900	03/09/2012	ADDCAR	
ICG ADDCAR Systems, LLC	Canada/1508841/TMA831,567	12/12/2010 09/10/2012	ADDCAR	
ICG ADDCAR Systems, LLC	China/9022683/9022683	01/05/2011 01/14/2012	ADDCAR	
ICG ADDCAR Systems, LLC	China/9022682/9022682	01/05/2011 01/14/2012	ADDCAR	
ICG ADDCAR Systems, LLC	China/9022681/9022681	01/05/2011 06/21/2012	ADDCAR	
ICG ADDCAR Systems, LLC	Colombia/10-164048/426395	12/29/2010 06/13/2011	ADDCAR	
ICG ADDCAR Systems, LLC	Colombia/10-164042/431285	12/29/2010 8/23/2011	ADDCAR	
ICG ADDCAR Systems, LLC	Indonesia/D00.2011.000698/ IDM00363524	01/10/2011 08/02/2012	ADDCAR	
ICG ADDCAR Systems, LLC	Indonesia/J00.2011.00698/ IDM00360241	01/10/2011 07/11/2012	ADDCAR	
ICG ADDCAR Systems, LLC	India/2080702/Pending	1/05/2011/ Pending	ADDCAR	
ICG ADDCAR Systems, LLC	New Zealand/842687/842687	05/26/2011 05/26/2011	ADDCAR	
ICG ADDCAR Systems, LLC	New Zealand/956596/956596	03/30/2012 03/30/2012	ADDCAR	
ICG ADDCAR Systems, LLC	Russia/2011700698/451330	01/11/2011 01/17/2012	ADDCAR	
UGM ADDCAR Systems, LLC	United States/74/254,646/ 1,795,602	03/12/1992 09/28/1993	ADDCAR	
ICG ADDCAR Systems, LLC	South Africa/2010/30262/ 2010/30262	12/23/2010 12/23/2010	ADDCAR	
ICG ADDCAR Systems, LLC	South Africa/2010/30263/ 2010/30263	12/23/2010 12/23/2010	ADDCAR	

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