

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUPO LLC		02/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company, As Administrative Agent		
Street Address:	One M&T Plaza, 8th Floor		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3316485	PRIME MOTOR GROUP	
Registration Number:	3316482	PRIME	
CORRESPONDENCE DATA			
Fax Number:	4439571897		
<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>			
Email:	jbilo@gebsmith.com		
Correspondent Name:	Gebhardt & Smith LLP		
Address Line 1:	One South Street, Suite 2200		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	JS Bilodeau, Esquire		
SIGNATURE:	/JSB/		
DATE SIGNED:	04/18/2017		
Total Attachments: 4			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Please be advised that pursuant to the Security Agreement, dated as of February 24, 2017 (as the same may be amended, restated, amended and restated, replaced, extended, supplemented or otherwise modified from time to time, the "*Agreement*"), by and among the obligors party thereto and Manufacturers and Traders Trust Company, as Administrative Agent (the "*Administrative Agent*") for the benefit of the Secured Parties referenced therein, whose address is located at Manufacturers and Traders Trust Company, 72 A Taunton Street, Suite 101, Plainville, MA 02762, Attention: John Federici, Group Vice President, Dealer Commercial Services, and One M&T Plaza, 8th Floor, Buffalo, New York 14203, Attention: Office of General Counsel, the undersigned Obligor acknowledges that it has granted a continuing security interest in and continuing lien upon, and hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to, the trademarks and trademark applications constituting Collateral (excluding any Excluded Property) set forth on Schedule I hereto (the "*Pledged Trademarks*"). Unless otherwise defined herein, terms defined in the Agreement or the Credit Agreement and used herein shall have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

Upon the Termination Date, or the Administrative Agent's release of its security interests in any of the Pledged Trademarks in accordance with Section 7.02 thereof, the security interest granted hereunder in the applicable Pledged Trademarks shall be deemed to automatically terminate and the Administrative Agent shall, at the expense of the Borrower Representative, promptly execute, acknowledge and deliver to such Obligor an instrument in writing in recordable form evidencing such release of security interests in the Pledged Trademarks hereunder.

This agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this agreement to produce or account for more than one such counterpart.

The undersigned Obligor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing Pledged Trademarks (i) is not to be construed as an assignment of any trademark or trademark application, (ii) the rights and remedies of the Administrative Agent with respect to the Pledged Trademarks are more fully set forth in the Agreement and (iii) the terms and provisions of the Agreements are incorporated by reference herein as if fully set forth herein.

Very truly yours,

LUPO LLC

By: 
Name: David Rosenberg
Title: President

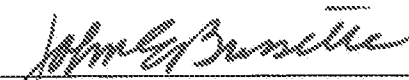
[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006036 FRAME: 0067

Signature Page to Notice of Grant of Security Interest in Trademarks:

Acknowledged and Accepted:

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Administrative Agent

By: 
Name: John E. Brissette
Title: Vice President

SCHEDULE I

Schedule of Trademarks

TRADEMARKS

Obligor	Registration No.	Description of Trademark	Date of Registration
LUPO LLC	3316485	PRIME MOTOR GROUP	10-23-2007
LUPO LLC	3316482	PRIME	10-23-2007