

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dominion Web Solutions, LLC		06/15/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Owl Rock Capital Corporation, as collateral agent		
<b>Street Address:</b>	245 Park Avenue, 41st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2351360	ALL ABOUT AERO	
<b>Registration Number:</b>	2361481	ALL ABOUT CYCLES	
<b>Registration Number:</b>	2351358	ALL ABOUT EQUIPMENT	
<b>Registration Number:</b>	2349557	ALL ABOUT RVS	
<b>Registration Number:</b>	2349558	ALL ABOUT TRUCKS	
<b>Registration Number:</b>	2184181	CYCLE MART	
<b>Registration Number:</b>	2534551	PAYLOAD	
<b>Registration Number:</b>	2379072	PAYLOAD	
<b>Registration Number:</b>	3540389	RVAMERICA.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>	2028357500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, Tweed, Hadley & McCloy, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		

CH \$240.00 2351360

<b>ATTORNEY DOCKET NUMBER:</b>	42845.01300
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	06/15/2017

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of June 15, 2017, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”), collectively, the “**Grantors**”), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”). Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Credit Agreement (as such term is defined in the Security Agreement)), each Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of its Intellectual Property, including certain Licenses to the same and excluding any Excluded Assets. Until the Termination Date (as defined in the Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, a lien on and security interest in, all of its right, title and interest in, to and under the following, for the ratable benefit of the Secured Parties, in each case whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (the “**Pledged Intellectual Property**”):

- (i) all Trademarks, including, without limitation, the Trademarks set forth in Schedule I hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (ii) all Patents, including, without limitation, the Patents set forth in Schedule II hereto;
- (iii) all Copyrights, including, without limitation, the Copyrights set forth in Schedule III hereto;
- (iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and
- (v) all Proceeds of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “**Pledged Intellectual Property,**” shall not include any Excluded Assets (as defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the Pledged Intellectual Property by each Grantor under this IP Security Agreement secures the payment of all

Secured Obligations of such Grantor now or hereafter existing under the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time).

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. In the event of a conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Pledged Intellectual Property are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of law principles thereof that would result in the application of any other law.

[Signature Pages Follow]

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

DOMINION WEB SOLUTIONS, LLC, as Grantor

By: Charles Goodwyn  
Name: Charles Goodwyn  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

OWL ROCK CAPITAL CORPORATION, as Agent

By:   
Name: Alan Kirshenbaum  
Title: Chief Financial Officer

**Schedule I  
Trademarks**

*U.S. Trademark Registrations*

1. Registrations

<b>No.</b>	<b>TITLE</b>	<b>Reg. No.</b>	<b>Issue Date</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Owner</b>
1.	ALL ABOUT AERO	2351360	05/23/2000	75561671	09/29/1998	Dominion Web Solutions, LLC
2.	ALL ABOUT CYCLES	2361481	06/27/2000	75560637	09/29/1998	Dominion Web Solutions, LLC
3.	ALL ABOUT EQUIPMENT	2351358	05/23/2000	75561326	09/29/1998	Dominion Web Solutions, LLC
4.	ALL ABOUT RVS	2349557	05/16/2000	75561672	09/29/1998	Dominion Web Solutions, LLC
5.	ALL ABOUT TRUCKS	2349558	05/16/2000	75561673	09/29/1998	Dominion Web Solutions, LLC
6.	CYCLE MART	2184181	08/25/1998	75369249	10/07/1997	Dominion Web Solutions, LLC
7.	PAYLOAD (Design)	2534551	01/29/2002	75692542	04/27/1999	Dominion Web Solutions, LLC
8.	PAYLOAD	2379072	08/22/2000	75691958	04/27/1999	Dominion Web Solutions, LLC
9.	RVAMERICA.COM	3540389	12/02/2008	78915750	06/23/2006	Dominion Web Solutions, LLC

2. Applications

None.

**Schedule II  
Patents**

*United States Patents*

1. Issued Patents

None.

2. Applications

None.



**Schedule III  
Copyrights**

*United States Copyright Registrations*

1. Registrations

None.

2. Applications

None.