

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automated Mobile Technologies, LLC		06/29/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	First Bank of the Lake		
Street Address:	4558 Osage Beach Parkway, Ste 100		
City:	Osage Beach		
State/Country:	MISSOURI		
Postal Code:	65065		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4170446	Q'D UP	
CORRESPONDENCE DATA			
Fax Number:	3148548660		
<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:	3148548600		
Email:	kji@carmodymacdonald.com		
Correspondent Name:	Katherine Iffrig		
Address Line 1:	120 S. Central Ave., Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Katherine Iffrig		
SIGNATURE:	//Katherine Iffrig//		
DATE SIGNED:	06/29/2017		
Total Attachments: 7			
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PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT (this "*Agreement*"), dated as of June 29, 2017, by AUTOMATED VALET PARKING MANAGER LLC, a Florida limited liability company ("*Borrower*") and AUTOMATED MOBILE TECHNOLOGIES LLC, a Florida limited liability company ("*Mobile*"; Borrower and Mobile may be collectively referred to herein as the "*Grantors*"), in favor of and for the benefit of FIRST BANK OF THE LAKE, a Missouri state-chartered bank (herein, together its successors and assigns in such capacity, the "*Lender*").

RECITALS

A. Borrower has entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*") with Lender, pursuant to which the Lender has agreed to make a loan or loans to Borrower subject to the terms and conditions set forth therein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, Borrower is required to execute and deliver this Agreement to the Lender.

C. Pursuant to the terms of that certain Security Agreement executed by Grantors in favor of Lender dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), Grantors have granted to the Lender a security interest in substantially all the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Loan Agreement.

D. To induce Lender to extend the loan or loans to Borrower, Mobile has agreed to execute and deliver this Agreement to the Lender.

E. Mobile will directly or indirectly benefit from the extension of credit from Lender to Borrower.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and/or in the Loan Agreement and/or in the Security Agreement, the receipt and legal sufficiency of which is hereby acknowledged, the Grantors and Lender hereby agree as follows:

A. **Security Interest.** To secure payment and performance of the Obligations, the Grantors do hereby grant to the Lender a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors, or either of them, against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto or any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “*Trademark Collateral*”);
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors, or either of them, against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “*Patent Collateral*”).
- (7) each copyright and copyright application, including without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors, or either of them, against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright license under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “*Copyright Collateral*”).

B. **Further Assurances.** This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Lender pursuant to the Loan Agreement and the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral, the Patent Collateral, and the Copyright Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

C. **SBA Notice.** *As used in the following italicized notice, “the Loan” and “this Loan” each mean the Loan, “this document” and “this instrument” and “this lien” each mean this Agreement, “the Note” means the Note, “Lender” means Secured Party, “Borrower” means Borrower, and “Guarantor” means each and every Guarantor (as defined in the Loan Agreement).*

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) *When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.*

b) *Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.*

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.


[Signature page(s) follows.]

COUNTERPART SIGNATURE PAGE
to
PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT

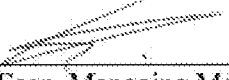
IN WITNESS WHEREOF, the Grantors have caused this Patent, Trademark, and Copyright Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTORS:

**AUTOMATED VALET PARKING
MANAGER LLC,**
a Florida limited liability company

By: 
Selim Esen, Authorized Signatory

**AUTOMATED MOBILE TECHNOLOGIES
LLC,**
a Florida limited liability company

By: 
Selim Esen, Managing Member

SCHEDULE 1

Trademark Collateral

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date/Est. Renewal Date	Owner
AVPM	US	3107984	6/20/2006 / 6/20/2026	Automated Valet Parking Manager, LLC
Q'D UP	US	4170446	7/10/2012 / 7/10/2022	Automated Mobile Technologies, LLC

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	Owner
AUTOMATED VALET	US	Owner's Response to Office Action filed 5/18/2017; Examiner review pending	87/058404	6/2/2016	Automated Valet Parking Manager, LLC

SCHEDULE 2

Patent Collateral

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
None				

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Owner
None				

Licensed Patent Rights (non-exclusive)

US PATENT APPLN. NO.	US PATENT NO.	US APPLICATION FILE DATE	US PATENT ISSUE DATE	PATENT TITLE	ESTIMATED PATENT EXPIRATION DATE	Owner
08/687,210	5,710,557	Jul 25, 1996	1/20/1998	Computerized Valet Parking System	7/25/2016 - expired	CVPS, Inc.
09/822,260	6,630,893	Apr 2, 2001	10/7/2003	Digital Camera Valet Gate	4/2/2021	CVPS, Inc.
10/619,116	7,342,511	July 14, 2003	3/11/2008	Digital Camera Valet Gate	7/14/2023	CVPS, Inc.

SCHEDULE 3

Copyright Collateral

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date / Est. Expiration Date	Owner
AVPM ADMIN	US	TXu001241554	6/13/2005 / 95 years from date of publication, or 120 days from creation date, whichever is shorter	Automated Valet Parking Manager, LLC (owner via "work for hire")
AVPM operation board	US	TXu001239961	6/13/2005 / Author's Life + 70 years	Automated Valet Parking Manager, LLC
AVPM user	US	TXu001245864	6/13/2005 / Author's Life + 70 years	Automated Valet Parking Manager, LLC

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]
None				

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date
None				

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date
None				