

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Groome Transportation of Alabama, LLC		01/08/2018	Limited Liability Company: ALABAMA
Groome Transportation of Georgia, LLC		01/08/2018	Limited Liability Company: GEORGIA
Groome Transportation of Tennessee, LLC		01/08/2018	Limited Liability Company: ARIZONA
Groome Transportation of Texas, LLC		01/08/2018	Limited Liability Company: TEXAS
Groome Transportation, LLC		01/08/2018	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Administrative Agent
Street Address:	300 South Wacker Drive
Internal Address:	Suite 3500, Attn: Groome Account Manager
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4547070	GROOME TRANSPORTATION

CORRESPONDENCE DATA

Fax Number: 4045818330

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.

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

OP \$40.00 4547070

NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	01/10/2018
Total Attachments: 6 source=Twin Brooke_Groome - Trademark Security Agreement (execution)#page1.tif source=Twin Brooke_Groome - Trademark Security Agreement (execution)#page2.tif source=Twin Brooke_Groome - Trademark Security Agreement (execution)#page3.tif source=Twin Brooke_Groome - Trademark Security Agreement (execution)#page4.tif source=Twin Brooke_Groome - Trademark Security Agreement (execution)#page5.tif source=Twin Brooke_Groome - Trademark Security Agreement (execution)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 8, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Twin Brook Capital Partners, LLC (“Twin Brook”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 8, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower Representative, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Twin Brook, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of January 8, 2018 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

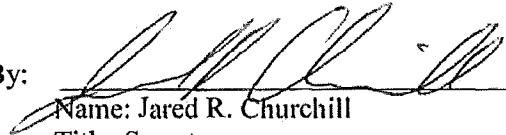
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


**GROOME TRANSPORTATION OF
ALABAMA, LLC, as a Grantor**

By: 
Name: Jared R. Churchill
Title: Secretary

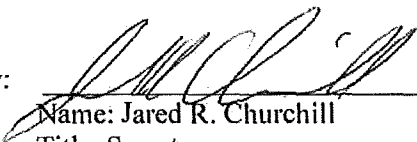
**GROOME TRANSPORTATION OF
GEORGIA, LLC, as a Grantor**

By: 
Name: Jared R. Churchill
Title: Secretary

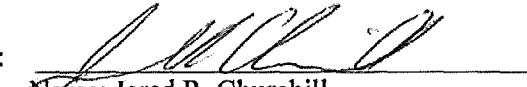
**GROOME TRANSPORTATION OF
TENNESSEE, LLC, as a Grantor**

By: 
Name: Jared R. Churchill
Title: Secretary


**GROOME TRANSPORTATION OF
TEXAS, LLC, as a Grantor**

By: 
Name: Jared R. Churchill
Title: Secretary

GROOME TRANSPORTATION, LLC, as a Grantor

By: 
Name: Jared R. Churchill
Title: Secretary

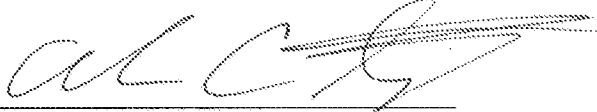
VELV, LLC, as a Grantor

By: 
Name: Jared R. Churchill
Title: Secretary

ACKNOWLEDGED AND AGREED

as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

United States Registered Trademarks

REGISTERED TRADEMARKS - ®	REGISTRATION NO.	REGISTERED DATE	CREDIT PARTY
Groome Transportation (design with light green and dark green arch)	4,547,070	June 10, 2014	Groome Transportation of Alabama, LLC Groome Transportation of Georgia, LLC Groome Transportation of Tennessee, LLC Groome Transportation of Texas, LLC Groome Transportation, LLC
ARIZONA SHUTTLE GETTING YOU FROM A TO Z with blue capital letter "A" with black arrow	5,117,307	January 10, 2017	Velv, LLC

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

License Agreement dated December 29, 2017 between The Go Group, LLC and Velv, LLC.

License Agreement dated October 4, 2017 between Samsara Networks Inc. and Groome Transportation, LLC

BirdEye Customer Agreement dated April 21, 2017 between BirdEye Inc. and Groome Transportation, LLC.