

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM460760

|   |   |                       |                     |
|---|---|-----------------------|---------------------|
| <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>  |
| Dealer-FX Group Inc.  |   | 02/01/2018            | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                     |
| <b>Name:</b>  | Cortland Capital Market Services LLC, as Collateral Agent |                       |                     |
| <b>Street Address:</b>  | 225 West Washington Street                                |                       |                     |
| <b>Internal Address:</b>  | 9th Floor   |                       |                     |
| <b>City:</b>  | Chicago   |                       |                     |
| <b>State/Country:</b>   | ILLINOIS  |                       |                     |
| <b>Postal Code:</b>   | 60606   |                       |                     |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                       |                       |                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |                     |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 4478184   | DEALER-FX             |                     |
| <b>Registration Number:</b>   | 4464559   | DEALER-FX             |                     |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                     |
| <b>Fax Number:</b>  | 3125585700  |                       |                     |
| <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>   | (312) 558-6352  |                       |                     |
| <b>Email:</b>   | mfoy@winston.com  |                       |                     |
| <b>Correspondent Name:</b>  | Michelle Foy, Winston & Strawn LLP                        |                       |                     |
| <b>Address Line 1:</b>  | 35 West Wacker Drive                                      |                       |                     |
| <b>Address Line 2:</b>  | Suite 4200  |                       |                     |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60601-9703                              |                       |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 201055.4  |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Michelle Foy  |                       |                     |
| <b>SIGNATURE:</b>   | /Michelle Foy/  |                       |                     |
| <b>DATE SIGNED:</b>   | 02/04/2018  |                       |                     |
| <b>Total Attachments: 5</b>   |   |                       |                     |
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 1, 2018, by Dealer-FX Group Inc. (the “Grantor”), in favor of **CORTLAND CAPITAL MARKET SERVICES LLC, having an address at 225 West Washington Street, 9<sup>th</sup> Floor, Chicago, Illinois 60606**, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral 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 all the following Collateral of such Grantor:

A. all Trademarks of the Grantor, including the Trademarks listed on Schedule I attached hereto;

B. all Proceeds of any and all of the foregoing<sup>1</sup>; and

C. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the GCA, 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 GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an

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<sup>1</sup> Note to Winston: goodwill is already included in the definition of Trademark

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

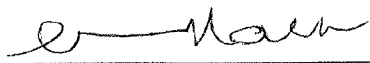
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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,

DEALER-FX GROUP INC.,  
a British Columbia corporation

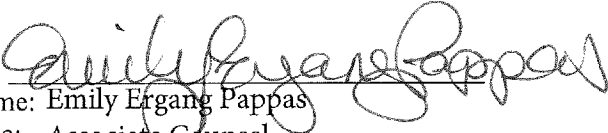
By:   
Name: Gary Kalk  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (U.S.)]

Accepted and Agreed:

**CORTLAND CAPITAL MARKET SERVICES LLC,**



as Collateral Agent

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

[Signature Page to Trademark Security Agreement (US)]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

| Owner                | Mark  | Country | Status | Filing/<br>Registration<br>Date | Application/<br>Registration<br>No. |
|----------------------|---|---------|--------|---------------------------------|-------------------------------------|
| Dealer-FX Group Inc. |  | US      | Active | 12/04/2014                      | 4478184                             |
| Dealer-FX Group Inc. |  | US      | Active | 01/14/2014                      | 4464559                             |

**Trademark Applications:**

None.