

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463270

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900432686

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carite Corporate, LLC		12/14/2017	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	Crystal Financial LLC
Street Address:	Two International Place, 17th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5323788	WHERE YES MEANS MORE.
Registration Number:	5011744	BRITE FINANCIAL
Registration Number:	4997299	
Registration Number:	4808548	DRIVEN TO IMPRESS!
Registration Number:	4807240	BRITE
Registration Number:	4807239	BRITE
Registration Number:	4426082	LEW'S AUTO PROTECTOR
Registration Number:	4426081	LEW
Registration Number:	4511170	QUALITY INSPECTED BY LEW LIFETIME ENGINE
Registration Number:	4238894	
Registration Number:	4238893	CARITE
Registration Number:	4238857	CARITE

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

TRADEMARK

Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 102508.0058

NAME OF SUBMITTER: Felicia D. Gordon

SIGNATURE: /Felicia D. Gordon/

DATE SIGNED: 02/26/2018

Total Attachments: 9

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carite Corporate, LLC		12/14/2017	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	Crystal Financial LLC
Street Address:	Two International Place, 17th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

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Registration Number:	4808548	DRIVEN TO IMPRESS!
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Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	102508.0058
NAME OF SUBMITTER:	Felicia D. Gordon
Signature:	/Felicia D. Gordon/
Date:	12/19/2017
Total Attachments: 3 source=Copyright and Patent - Carite#page1.tif source=Copyright and Patent - Carite#page2.tif source=Copyright and Patent - Carite#page3.tif	
RECEIPT INFORMATION	
ETAS ID:	TM455116
Receipt Date:	12/19/2017
Fee Amount:	\$315

TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2017, is made by CARITE CORPORATE, LLC, a Michigan limited liability company (“Grantor”), in favor of CRYSTAL FINANCIAL LLC (“Crystal”), as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, the “Term Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement, dated as of December 14, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, the other Credit Parties party thereto, the Term Lenders from time to time party thereto, and the Term Agent (as defined in the Loan Agreement), the Term Lenders have severally agreed to make extensions of credit to the Borrowers (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, certain of the Credit Parties have agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Term Agent (as such agreement 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 Loan Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement 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 Term Lenders, and Term Agent to enter into the Loan Agreement and to induce the Term Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Term Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, except as otherwise provided herein.

Section 2. Grant of Security Interest in Trademark Collateral. 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 (as defined in the Guaranty and Security Agreement) of Grantor, hereby mortgages, pledges and hypothecates to the Term Agent for the benefit of the Secured Parties, and grants to the Term 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks (as defined in the Loan Agreement) and all IP Licenses (as defined in the Loan Agreement) providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities (as defined in the Loan Agreement) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Term Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Term 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 IP Licenses subject to a security interest hereunder.

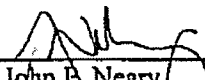
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

CARITE CORPORATE, LLC,
as Grantor

By: 
Name: John P. Neary
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CRYSTAL FINANCIAL LLC,
as Term Agent

By: _____
Name: Christopher A. Arnold
Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DB2/ 32301698

TRADEMARK
REEL: 006280 FRAME: 0102


IN WITNESS WHEREOF, 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.

CARITE CORPORATE, LLC,
as Grantor

By: _____
Name: John P. Neary
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CRYSTAL FINANCIAL LLC,
as Term Agent

By: 
Name: Christopher A. Arnold
Title: Senior Managing Director


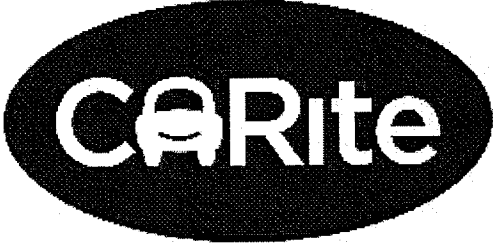
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DB2/ 32301898

TRADEMARK
REEL: 006280 FRAME: 0103

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Owner</u>
Where Yes Means More.	87414962	5323788	CARite Corporate, LLC
	86823081	5011744	CARite Corporate, LLC
	86823092	4997299	CARite Corporate, LLC
DRIVEN TO IMPRESS!	86547997	4808548	CARite Corporate, LLC
	86488043	4807240	CARite Corporate, LLC
BRITE	86487951	4807239	CARite Corporate, LLC
LEW'S AUTO PROTECTOR	85511571	4426082	CARite Corporate, LLC
	85511554	4426081	CARite Corporate, LLC
	85456977	4511170	CARite Corporate, LLC

<u>Mark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Owner</u>
	85408264	4238894	CARite Corporate, LLC
	85408257	4238893	CARite Corporate, LLC
CARITE	85402001	4238857	CARite Corporate, LLC

DB2/ 32301898.2