

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468745

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Curb Mobility, LLC	FORMERLY Curb Technologies, LLC	04/05/2018	Limited Liability Company: DELAWARE
Curb Media, LLC	FORMERLY Verifone Media, LLC	04/05/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4800642	CURB	
<b>Registration Number:</b>	4982313	WAY2RIDE	
<b>Registration Number:</b>	4535665	HIGH IMPACT TOP	
<b>Registration Number:</b>	4509053	SEDAN MAGIC	
<b>Registration Number:</b>	2741232	24/7 MAGAZINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hkllaw.com, robert.bollinger@hkllaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		

OP \$140.00 4800642

<b>DATE SIGNED:</b>	04/05/2018
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this “Trademark Security Agreement”) is made as of this 5th day of April, 2018, among CURB MOBILITY, LLC (f/k/a CURB TECHNOLOGIES, LLC), a Delaware limited liability company (“Curb Mobility”), CURB MEDIA, LLC (f/k/a VERIFONE MEDIA, LLC), a Delaware limited liability company (“Curb Media”, and collectively with Curb Mobility, jointly and severally, the “Grantors”, and each individually a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty dated as of April 5, 2018 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among CURB INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company, as a Guarantor, each other Person from time to time joined as a party thereto as a Guarantor, the Grantors and CURB TRANSPORTATION SERVICES, LLC, a Delaware limited liability company, as a Borrower (collectively with each other Person from time to time joined as a party thereto as a “Borrower” in accordance with Section 7.12 thereof, and all of their respective permitted successors and assigns, jointly and severally, collectively, the “Borrowers” and each a “Borrower”), the financial institutions from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, “Trademarks”), including those referred to on Schedule I hereto, and licenses for any of the foregoing (“Licenses”);

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and Grantor shall be deemed not to have granted a security interest in, (a) unless otherwise expressly granted pursuant to any Other Document, any rights or interests in any license, lease, contract, or agreement to which Grantor is a party and all software or related goods and/or databases licensed or provided thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, lease, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law), (b) any rights or property, including, without limitation, any intent to use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law) or (c) any rights or property, including any intent-to-use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law) (the foregoing, the “Excluded Trademark Property”); provided, that, with respect to each of the foregoing clauses (a) through (c), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further that, notwithstanding any such restriction in any of the foregoing, the Trademark Collateral shall, to the extent such referenced restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and shall in any event include the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to

Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral (other than the Excluded Trademark Property) made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, in each case, other than Excluded Trademark Property, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the occurrence of the Termination Date. Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns.

*[Remainder of page intentionally left blank signature page follows.]*

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.

GRANTORS:

**CURB MOBILITY, LLC (f/k/a CURB TECHNOLOGIES, LLC)** a Delaware limited liability company

By: *Farhaad A. Chanduwadia*  
Name: Farhaad Chanduwadia  
Title: Senior Vice President

**CURB MEDIA, LLC (f/k/a VERIFONE MEDIA, LLC)**  
a Delaware limited liability company

By: *Farhaad A. Chanduwadia*  
Name: Farhaad Chanduwadia  
Title: Senior Vice President

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: *Fred Kiehne*  
Name: Fred Kiehne  
Title: Senior Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Curb Mobility, LLC (f/k/a Curb Technologies, LLC) Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Application/ Registration Date</b>	<b>Application/ Registration No.</b>
Curb Mobility, LLC (f/k/a Curb Technologies, LLC)	Curb	08/25/2015	4800642
Curb Mobility, LLC (f/k/a Curb Technologies, LLC)	Way2Ride	06/21/2016	4982313
Curb Mobility, LLC (f/k/a Curb Technologies, LLC)	High Impact Top	05/27/2014	4535665
Curb Mobility, LLC (f/k/a Curb Technologies, LLC)	Sedan Magic	04/08/2014	4509053

**Curb Media, LLC (f/k/a VeriFone Media, LLC) Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Application/ Registration Date</b>	<b>Application/ Registration No.</b>
Curb Media, LLC (f/k/a VeriFone Media, LLC)	24/7 Magazine	7/29/2003	2741232

**Licenses**

None.