

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RUMBLEON, INC.		04/30/2018	Corporation: NEVADA
NEXTGEN PRO, LLC		04/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS AGENT		
Street Address:	400 HAMILTON AVE., STE. 310		
Internal Address:	ATTN: LOAN DOCUMENTATION		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87537145	R	
Serial Number:	87532685	R	
Registration Number:	5340911	RUMBLEON	
Serial Number:	87532644	RUMBLEON	
Serial Number:	87430981	RUMBLEON	
Registration Number:	4662863	CYCLEPRO	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305866-1032		

CH \$165.00 87537145

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	04/30/2018
Total Attachments: 6 source=04 IP Security Agreement - RumbleON (Execution Version)#page1.tif source=04 IP Security Agreement - RumbleON (Execution Version)#page2.tif source=04 IP Security Agreement - RumbleON (Execution Version)#page3.tif source=04 IP Security Agreement - RumbleON (Execution Version)#page4.tif source=04 IP Security Agreement - RumbleON (Execution Version)#page5.tif source=04 IP Security Agreement - RumbleON (Execution Version)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of April 30, by and among HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and RUMBLEON, INC., a Nevada corporation, and NEXTGEN PRO, LLC, a Delaware limited liability company (collectively, "Grantors", and each, a "Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as "Lender"), Agent, Grantors and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantors are required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, each Grantor agrees as follows:

To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, each Grantor grants and pledges to Agent a security interest in all of such Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantor, as of the date hereof, has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

[SIGNATURES TO FOLLOW]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantors:

4521 Sharon Road
Suite 370
Charlotte, NC 28211
Attention: Tom Aucamp

GRANTORS:

RUMBLEON, INC

By: 

Name: Steven R. Berrard

Title: Chief Financial Officer

NEXTGEN PRO, LLC

By: 

Name: Steven R. Berrard

Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel


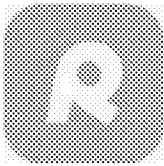


EXHIBIT A
COPYRIGHTS

None.

EXHIBIT BPATENTS

Owner	Description	Patent / Application Number	Issue / Application Date
NEXTGEN PRO, LLC	NEAR FIELD COMMUNICATION (NFC) VEHICLE IDENTIFICATION SYSTEM AND PROCESS	14/614,160	02/04/2015

EXHIBIT C TRADEMARKS

Owner	Description	Registration/ Serial Number	Registration/ <u>Application Date</u>
RUMBLEON, INC.		87/537,145	07/21/2017
RUMBLEON, INC.		87/532,685	07/18/2017
RUMBLEON, INC.	RUMBLEON	5,340,911	11/21/2017
RUMBLEON, INC.		87/532,644	07/18/2017
RUMBLEON, INC.	RUMBLEON	87/430,981	04/29/2017
NEXTGEN PRO, LLC		4,662,863	12/30/2014