

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTO ADVISORY SERVICES, INC.		05/31/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87883923	AAS AUTO ADVISORY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.312		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	05/31/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2018, by AUTO ADVISORY SERVICES, INC., a California corporation ("New Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 2, 2014 by and among KPA Services, LLC, KPA Services Holdings, LLC (collectively the "Borrowers"), the lenders from time to time party thereto ("Lenders") and Agent (as from time to time amended, restated, supplemented or otherwise modified, including all annexes, exhibits or schedules thereto and without limitation as amended by the Amendment No. 5 to Credit Agreement and Joinder Agreement dated as of the date hereof among Agent, Lenders, Borrowers and New Grantor, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of New Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that New Grantor and certain affiliates of New Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, a joinder to that certain Guarantee and Collateral Agreement dated as of September 2, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, New Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, New 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. New Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing first priority security interest in all of New 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 its Trademarks set forth on Schedule I hereto;
- (b) all divisions or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by New Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. New Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, other than conflicts of law provisions, except as required by mandatory provisions of law.

[signature page follows]

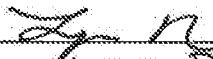
IN WITNESS WHEREOF, New Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTO ADVISORY SERVICES, INC.,
a California corporation

By: 
Name: Gabriel Orvis
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Lynn Rahn
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
AAS AUTO ADVISORY SERVICES	87883923	Pending -- Application filed 04/19/18	NA	NA	Auto Advisory Services, Inc.

Schedule I