

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUTOMOBILE PROTECTION CORPORATION - APCO		06/08/2018	Corporation: GEORGIA
GWC WARRANTY CORPORATION		06/08/2018	Corporation: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
<b>Street Address:</b>	10 S. DEARBORN ST.
<b>Internal Address:</b>	7TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5347591	SELECTCARE
Registration Number:	5351289	EASYCARE ENGAGE
Registration Number:	5351441	BEAT 'EM TO THE PORT
Registration Number:	5393000	SAVY
Registration Number:	1403422	APCO AUTOMOBILE PROTECTION CORPORATION
Registration Number:	1508560	EASY CARE
Registration Number:	1645484	TOTAL CARE
Registration Number:	2123625	SOMETHING YOU CAN COUNT ON ... AND MORE!
Registration Number:	2125471	EASY CARE CERTIFIED PRE-OWNED VEHICLES
Registration Number:	3660600	EASY CARE
Registration Number:	3660601	EASY CARE
Registration Number:	4698797	KEYCARE
Registration Number:	4841099	POWERLIFE
Registration Number:	4784792	THE 7TH PROFIT CENTER
Registration Number:	5060794	PROTECTING WHAT MOVES YOU

CH \$640.00 5347591

Property Type	Number	Word Mark
Registration Number:	4209617	COVIDEO
Registration Number:	4422641	AEGIS
Registration Number:	4604408	PERFECT THE PATH TO THE PURCHASE
Registration Number:	4845128	NADN
Registration Number:	4845130	NO WORRIES, JUST DRIVE
Registration Number:	4850284	GWC WARRANTY
Serial Number:	86962760	EASYCARE DRIVER
Serial Number:	86962816	OWN THE PORT
Serial Number:	87042846	DATA DETECTIVE
Serial Number:	87528724	ARMORCARE

**CORRESPONDENCE DATA**

Fax Number: 2124552502

*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: (212) 455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/2124

**NAME OF SUBMITTER:** MELANIE JOLSON

**SIGNATURE:** /MJ/

**DATE SIGNED:** 06/29/2018

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 8, 2018, (this “Agreement”), by the entities listed on Schedule II hereto (each, a “Grantor”) in favor of JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

WHEREAS, the Lenders (as defined below) have extended credit to the Borrower and the Swing Line Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 8, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, APCO Holdings, LLC, a Delaware limited liability company, as Borrower, APCO Parent LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto and JPM, in its capacities as administrative agent and collateral agent for the Lenders.

WHEREAS, in connection with the Credit Agreement the Grantors executed and delivered a Security Agreement, dated as of June 8, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), in favor of the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all Collateral, including the Intellectual Property Collateral;

WHEREAS the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Security Agreement.

SECTION 2. *Grant of Security Interest.* Each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all Intellectual Property Collateral (including without limitation those Trademarks listed on Schedule I hereto), whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, the term Intellectual Property Collateral shall not include any Excluded Assets.

SECTION 3. *Security Agreement.* This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the

Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


AUTOMOBILE PROTECTION CORPORATION  
- APCO

By:   
Name: David I. Vickers  
Title: Chief Financial Office

GWC WARRANTY CORPORATION

By:   
Name: David I. Vickers  
Title: Chief Financial Office

AUTOMOTIVE DEVELOPMENT GROUP, LLC

By:   
Name: David I. Vickers  
Title: Chief Financial Office

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AUTOMOBILE PROTECTION CORPORATION

By: \_\_\_\_\_  
Name: David I. Vickers  
Title: Chief Financial Office

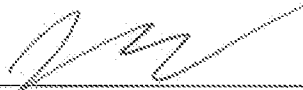
AUTOMOBILE PROTECTION CORPORATION -  
APCO

By: \_\_\_\_\_  
Name: David I. Vickers  
Title: Chief Financial Office

GWC WARRANTY CORPORATION

By: \_\_\_\_\_  
Name: David I. Vickers  
Title: Chief Financial Office

JPMORGAN CHASE BANK, N.A  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Jason Chang  
Title: Authorized Officer

**SCHEDULE I**

## TRADEMARKS

TRADEMARKS

<u>REGISTERED OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
<u>Automobile Protection Corporation - APCO</u>	<u>5,347,591</u>	<u>SELECTCARE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>5,351,289</u>	<u>EASYCARE ENGAGE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>5,351,441</u>	<u>BEAT 'EM TO THE PORT</u>
<u>Automobile Protection Corporation - APCO</u>	<u>5,393,000</u>	<u>SAVY</u>
<u>Automobile Protection Corporation - APCO</u>	<u>1,403,422</u>	<u>APCO AUTOMOBILE PROTECTION CORPORATION</u>
<u>Automobile Protection Corporation - APCO</u>	<u>1,508,560</u>	<u>EASY CARE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>1,645,484</u>	<u>TOTAL CARE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>2,123,625</u>	<u>SOMETHING YOU CAN COUNT ON ... AND MORE!</u>
<u>Automobile Protection Corporation - APCO</u>	<u>2,125,471</u>	<u>EASY CARE CERTIFIED PRE-OWNED VEHICLES</u>
<u>Automobile Protection Corporation - APCO</u>	<u>3,660,600</u>	<u>EASY CARE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>3,660,601</u>	<u>EASY CARE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>4,698,797</u>	<u>KEYCARE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>4,841,099</u>	<u>POWERLIFE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>4,784,792</u>	<u>THE 7TH PROFIT CENTER</u>
<u>Automobile Protection Corporation - APCO</u>	<u>5,060,794</u>	<u>PROTECTING WHAT MOVES YOU</u>
<u>Automobile Protection Corporation-APCO</u>	<u>4,209,617</u>	<u>COVIDEO</u>
<u>Automobile Protection Corporation-APCO</u>	<u>4,422,641</u>	<u>AEGIS</u>

<u>REGISTERED OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
<u>Automobile Protection Corporation-APCO</u>	<u>4,604,408</u>	<u>PERFECT THE PATH TO THE PURCHASE</u>
<u>GWC Warranty Corporation</u>	<u>4,845,128</u>	<u>NADN</u>
<u>GWC Warranty Corporation</u>	<u>4,845,130</u>	<u>NO WORRIES, JUST DRIVE</u>
<u>GWC Warranty Corporation</u>	<u>4,850,284</u>	<u>GWC WARRANTY</u>

TRADEMARK APPLICATIONS

<u>APPLICANT</u>	<u>APPLICATION NO.</u>	<u>TRADEMARK</u>
<u>Automobile Protection Corporation - APCO</u>	<u>86962760</u>	<u>EASYCARE DRIVER</u>
<u>Automobile Protection Corporation - APCO</u>	<u>86962816</u>	<u>OWN THE PORT</u>
<u>Automobile Protection Corporation - APCO</u>	<u>87042846</u>	<u>DATA DETECTIVE</u>
<u>Automobile Protection Corporation - APCO</u>	<u>87528724</u>	<u>ARMORCARE</u>



**SCHEDULE II**

1. AUTOMOBILE PROTECTION CORPORATION
2. AUTOMOBILE PROTECTION CORPORATION – APCO
3. GWC WARRANTY CORPORATION