

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency (Intellectual Property)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Development Corporation of America, as Prior Agent		03/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Successor Agent		
Street Address:	9 West 57th Street		
Internal Address:	Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86552147	U.S. AUTO SALES	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
	<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	036889.156		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	05/17/2018		
Total Attachments: 4			
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NOTICE OF SUCCESSION OF AGENCY (INTELLECTUAL PROPERTY)

This **NOTICE OF SUCCESSION OF AGENCY (INTELLECTUAL PROPERTY)** (this "Notice"), dated as of March 1, 2018 (the "Effective Date"), is entered into by and among Business Development Corporation of America ("BDCA" or the "Prior Agent"), in its capacity as administrative agent pursuant to the Credit Agreement as defined below (in such capacity, the "Prior Agent") and BSP Agency, LLC ("BSP" or the "Successor Agent"), pursuant to the Successor Agent Agreement as defined below.

WHEREAS, the Loan Parties, the banks, financial institutions and other institutional lenders party thereto from time to time (the "Lenders") and BDCA, as agent, entered into that certain Second Lien Credit Agreement, dated as of June 8, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"; and together with the other Loan Documents (as defined in the Credit Agreement), collectively, the "Credit Facility Documents"), and pursuant to the Credit Facility Documents, the Loan Parties granted to Prior Agent a security interest in certain collateral;

WHEREAS, the Prior Agent and applicable Loan Parties entered into one or more Notices of Grant of Security Interest in intellectual property as identified on Schedule A attached hereto (the "IP Notices", which are included in the Credit Facility Documents).

WHEREAS, the IP Notices were recorded with the United States Patent and Trademark Office as identified on Schedule A attached hereto; and


WHEREAS, pursuant to the Successor Agent Agreement dated as of even date herewith entered into by and among the Prior Agent, the Successor Agent, and others party thereto (the "Successor Agent Agreement"), the Prior Agent resigned as, and Successor Agent was appointed and accepted appointment as the Agent under the Credit Facility Documents with all the rights, powers, discretion and privileges of the Prior Agent, including in, to, and under the IP Notices.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Successor Agent Agreement or Credit Facility Documents, as applicable.
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Successor Agent Agreement, the Prior Agent has ceased to be the Agent under the Credit Facility Documents and is succeeded to and replaced by the Successor Agent as Agent under the Credit Facility Documents. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Credit Facility Documents, including the IP Notices and the collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.
3. Incorporation. All terms set forth in the Successor Agent Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Successor Agent Agreement, the terms set forth in Successor Agent Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

BUSINESS DEVELOPMENT CORPORATION OF AMERICA,
as Prior Agent

By: 
Name: Corinne Pankovcin
Title: CFO

BSP AGENCY, LLC, as Successor Agent

By: _____

Name: Nina Baryski
Title: Authorized Signer

Schedule A

**Notice of Grant of Security Interest in Trademarks
Granted by U.S. Auto Sales, Inc.
In Favor of Business Development Corporation of America, as Administrative Agent
Recorded July 12, 2015 at Reel 5550 Frame 0798**

Pending Application

Mark	Appl. No.	Filing Date
U.S. AUTO SALES	86552147	03/03/15