

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMO LLC		03/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG UNION BANK, N.A.		
Street Address:	1251 Avenue of the Americas, 19th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3155584	WE PARK NEW YORK	
Registration Number:	2446997	ICON	
Registration Number:	2338797		
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	7864/29		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	11/12/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 1, 2017, (this “*Agreement*”), among TMO LLC, a Delaware limited liability company (the “*Grantor*”), and MUFG UNION BANK, N.A. (“*Union Bank*”), as collateral agent for the Secured Parties (in such capacity, the “*Collateral Agent*”).

RECITALS

WHEREAS, Citizens Parking Intermediate Holdings, LLC, a Delaware limited liability company (the “*Borrower*”), the Guarantors from time to time party thereto, the financial institutions from time to time party thereto as Lenders (the “*Lenders*”), The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”), the Collateral Agent, and Capital One, National Association and Sumitomo Mitsui Banking Corporation, as Issuing Banks (in such capacity, the “*Issuing Banks*”), are parties to a Credit Agreement dated as of March 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Grantor is party to a Master Security and Accounts Agreement dated as of March 1, 2017 (as it may from time to time be amended, amended and restated, modified or supplemented, the “*Master Security and Accounts Agreement*”), by and among the Borrower, the other grantors named therein, the Collateral Agent, MUFG Union Bank, N.A., in its capacity as account bank, and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Master Security and Accounts Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms. Unless otherwise defined herein, terms defined in the Master Security and Accounts Agreement and used herein have the meaning given to them in the Master Security and Accounts Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of the Grantor’s right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“Intellectual Property Collateral” means the Grantor’s right, title and interest in, to and under the following (*provided*, that the term “Intellectual Property Collateral” shall not include any Excluded Assets):

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License to which it is a party;
- (e) all reissues, continuations or extensions of any of the foregoing; and
- (f) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, or future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 First Priority Security Interest. Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted to the Collateral Agent for the benefit of the Secured Parties and securing the Secured Obligations pursuant to this Agreement, will, subject to Sections 5.01 and 5.02 of the Master Security and Accounts Agreement, be a “first” priority Security Interest in the Intellectual Property Collateral, junior to no other security interests, other than Permitted Liens.

SECTION 4 Certain Exclusions.

- (a) Notwithstanding anything herein to the contrary, in no event will the Collateral or the Intellectual Property Collateral include, and the Grantor will not be deemed to have granted, a Security Interest in any of its right, title or interest in any Intellectual Property constituting an Excluded Asset (as defined in the Master Security and Accounts Agreement).
- (b) Nothing herein shall preclude the Grantor from taking any action in the United States Patent and Trademark Office of the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof, including modification, reexamination or abandonment of any Intellectual Property Collateral, that is (i) in accord with the ordinary conduct of the Grantor’s business and (ii) permitted by the terms of the Financing Agreements.

SECTION 5 Master Security and Accounts Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Master Security and Accounts Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Master Security and Accounts Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the provisions of this Agreement and the Master Security and Accounts Agreement, the terms of the Master Security and Accounts Agreement will prevail.

SECTION 6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above. This Intellectual Property Security Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or .pdf shall be effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement.

TMO LLC, as Grantor

By: Citizens Icon Holdings, LLC,
its manager

By: _____

Name: Jerry Skillett
Title: President and CEO

Signature Page to Intellectual Property Security Agreement

ACCEPTED AND AGREED:

MUFG UNION BANK, N.A., as Collateral Agent

By: 

Name: **Rafael E. Miranda**
Title: **Vice President**

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS**

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

None.

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENT REGISTRATIONS**

(A) REGISTERED PATENTS

None.

(B) PATENT APPLICATIONS


None.

(C) PATENT LICENSES

None.

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

(A) REGISTERED TRADEMARKS

Registrant	Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
TMO LLC	WE PARK NEW YORK	U.S. Federal	76600234	7/1/2004	3155584	10/17/2006	Registered
TMO LLC	ICON	U.S. Federal	75728812	6/9/1999	2446997	4/24/2001	Registered
TMO LLC Listed owner TMO LLC (sp)		U.S. Federal	75749037	6/15/1999	2338797	4/4/2000	Registered

(B) TRADEMARK APPLICATIONS

None.

(C) TRADEMARK LICENSES

None.