

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lanier Parking Solutions of WI, LLC		11/28/2018	Limited Liability Company: DELAWARE
AmeriPark, LLC		11/28/2018	Limited Liability Company: GEORGIA
Lanier Parking Holdings, Inc.		11/28/2018	Corporation: GEORGIA
Park One of Florida, LLC		11/28/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation, as the Ccollateral Agent
Street Address:	399 Park Avenue
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4497759	BIKESPOT
Registration Number:	4073243	LANIER PARKING
Registration Number:	4073242	LANIER PARKING
Registration Number:	4331903	PRISM
Registration Number:	4884863	PARK ONE
Registration Number:	4866912	PK1 PARK ONE
Registration Number:	5280593	LOVE2PARK
Registration Number:	4510353	GREENCOAT AUTO CONCIERGE
Registration Number:	4087170	AMERIPARK
Registration Number:	4087169	AMERIPARK
Registration Number:	2540956	AIR VALET
Serial Number:	87762352	LANIER PARKING
Serial Number:	87599021	CITIZENS PARKING

OP \$340.00 4497759

CORRESPONDENCE DATA**Fax Number:**

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) 318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	1018856
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	11/28/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2018 (the “**Trademark Security Agreement**”), made by each of the signatories hereto (the “**Grantors**”), is in favor of Owl Rock Capital Corporation, as the collateral agent the Secured Parties (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors, specified affiliates of Grantors and the Collateral Agent are party to that certain Pledge and Security Agreement, dated as of November 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce Lenders and the Issuing Banks to make their respective extensions of credit thereunder, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge and Security Agreement and (to the extent not defined therein) the Credit Agreement. For purposes of this Trademark Security Agreement, the term “**Trademarks**” means, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any similar office in any other country or any State of the United States), and all renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto;

(b) all Proceeds and products of any and all of the foregoing;

provided, that in no event shall the Security Interest attach to or the term “Trademark Collateral” include any Excluded Property (including any applications for trademarks or service marks filed in the PTO on the basis of the applicant’s intent-to-use such mark unless and until evidence of use of the mark in interstate commerce is filed with, and accepted by, the PTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.)).

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the Credit Agreement) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the applicable Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the applicable Issuing Bank) and no Issuing Bank has any further obligation to issue or amend Letters of Credit under the Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


SECTION 7. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have duly executed this TRADEMARK SECURITY AGREEMENT as of the day and year first above written.

GRANTORS:

Lanier Parking Solutions of WI, LLC
AmeriPark, LLC
Lanier Parking Holdings, Inc.
Park One of Florida, LLC,
each as a Grantor

By: 
Name: Brian R. Dubay
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006489 FRAME: 0819

Accepted and Agreed:

Owl Rock Capital Corporation, as the Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

TRADEMARKSTrademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Owner
LANIER PARKING & Design	(87/762352)	Lanier Parking Holdings, Inc.
BIKESPOT	4497759	Lanier Parking Holdings, Inc.
LANIER PARKING & Design	4073243	Lanier Parking Holdings, Inc.
LANIER PARKING	4073242	Lanier Parking Holdings, Inc.
PRISM	4331903	Lanier Parking Holdings, Inc.
PARK ONE	4884863	Park One of Florida, LLC
PK PARK ONE & Design	4866912	Park One of Florida, LLC
LOVE2PARK	5280593	AmeriPark, LLC
GREENCOAT AUTO CONCIERGE	4510353	AmeriPark, LLC
AMERIPARK	4087170	AmeriPark, LLC
AMERIPARK & Design	4087169	AmeriPark, LLC
AIR VALET & Design	2540956	AmeriPark, LLC
LANIER PARKING SOLUTIONS (US State – WI)	N/A	Lanier Parking Solutions of WI, LLC
CITIZENS PARKING	87/599,021	Antarctica Capital, LLC ¹

¹ The assignment to Citizens Parking, Inc. will be recorded post-closing to reflect Citizens Parking, Inc. as the record owner.