

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAZ KARP ASSOCIATES, LLC		10/11/2018	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	4 CORPORATE DRIVE		
Internal Address:	SUITE 495		
City:	SHELTON		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4379020	LAZ PARKING	
Registration Number:	4542302	LAZ PARKING	
Registration Number:	5512380	PARTNERS IN CARING	
Registration Number:	4379021	PARTNERS IN PARKING	
Registration Number:	5413298	LAZ GO PAY. PARK. EASY.	
Registration Number:	5254051	LAZ FLY AIRPORT PARKING	
Registration Number:	5127218	V VALET PARKING SERVICE SINCE 1946	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8602402755		
Email:	meghan.olsen@morganlewis.com		
Correspondent Name:	Meghan Olsen		
Address Line 1:	One State Street		
Address Line 2:	Morgan Lewis & Bockius LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Meghan Olsen		

OP \$190.00 4379020

SIGNATURE:	/Meghan Olsen/
DATE SIGNED:	10/11/2018
Total Attachments: 5 source=LAZ - Trademark Security Agreement - Execution Copy#page1.tif source=LAZ - Trademark Security Agreement - Execution Copy#page2.tif source=LAZ - Trademark Security Agreement - Execution Copy#page3.tif source=LAZ - Trademark Security Agreement - Execution Copy#page4.tif source=LAZ - Trademark Security Agreement - Execution Copy#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 11, 2018, is made by **LAZ KARP ASSOCIATES, LLC**, a Connecticut limited liability company (the "Company" and the "Grantor") in favor of Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (as defined below).

WHEREAS, the Grantor and **WELLS FARGO BANK, NATIONAL ASSOCIATION** as Administrative Agent (in such capacity, the "Administrative Agent") are parties to (i) that certain Collateral Agreement dated as of the date hereof by and among, *inter alia*, the Grantor, the Administrative Agent and the other persons party thereto from time to time (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Collateral Agreement") and (ii) that certain Third Amended and Restated Credit Agreement dated as of the date hereof, by and among, *inter alia*, the Grantor, the Lenders from time to time party thereto (the "Lenders"), the Administrative Agent and the other persons party thereto from time to time (the "Credit Agreement").

NOW, THEREFORE, in consideration of the premises contained herein and for 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. Terms used but not otherwise defined herein shall have the meaning as assigned in the Collateral Agreement or, if not defined therein, the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment, performance and observance, as applicable, in full of the Secured Obligations, the Grantor has, and hereby does, pledge and grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a Lien on and security interest in all right, title and interest in or to any and all of the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Grantor, including those listed on Schedule A attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. The Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to

the Collateral Agreement and each of the parties hereto hereby acknowledges and affirms that the rights and remedies of the Administrative 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 that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Grantor Remain Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

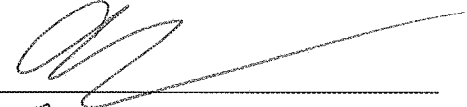
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Prejudgment Remedy Waiver. THE GRANTOR HEREBY REPRESENTS, COVENANTS AND AGREES THAT EACH TRANSACTION TO WHICH THE LOAN DOCUMENTS RELATE IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF CONNECTICUT. THE GRANTOR HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES, SECTIONS 52-278a et seq., AS AMENDED, OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AND UNDER THE LOAN DOCUMENTS. MORE SPECIFICALLY, THE GRANTOR ACKNOWLEDGES THAT ADMINISTRATIVE AGENT'S AND EACH OTHER SECURED PARTY'S ATTORNEY MAY, PURSUANT TO CONNECTICUT GENERAL STATUTES, SECTION 52-278f, ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. THE GRANTOR ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY BY SUCH SECURED PARTY'S ATTORNEY, AND EACH SECURED PARTY ACKNOWLEDGES THE GRANTOR'S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT. THE GRANTOR FURTHER HEREBY WAIVES ANY REQUIREMENT OR OBLIGATION OF ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY TO POST A BOND OR OTHER SECURITY IN CONNECTION WITH ANY PREJUDGMENT REMEDY OBTAINED BY SUCH SECURED PARTY AND WAIVES ANY OBJECTIONS TO ANY PREJUDGMENT REMEDY OBTAINED BY ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY BASED ON ANY OFFSETS, CLAIMS, DEFENSES OR COUNTERCLAIMS OF THE GRANTOR OR ANY OTHER OBLIGATED PARTY TO ANY ACTION BROUGHT BY ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY.

[signature page follows]

IN WITNESS WHEREOF, the 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.

LAZ KARP ASSOCIATES, LLC, a Connecticut limited liability company, as Grantor

By: 
Name: *Alan B. Lazarus*
Title: *Chief Executive Officer*

ACKNOWLEDGED AND AGREED

as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Administrative Agent

By: 

Name: ALBERT SARNACK
Title: General Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>OWNER</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>APPLICATION DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
LAZ Karp Associates, LLC	LAZ Parking	4,379,020	10/23/2012		08/06/2013
LAZ Karp Associates, LLC	LAZ Parking Logo	4,542,302	07/12/2013		06/03/2014
LAZ Karp Associates, LLC	Partners in Caring	5,512,380	11/27/2017		07/10/2018
LAZ Karp Associates, LLC	Partners in Parking	4,379,021	10/23/2012		08/06/2013
LAZ Karp Associates, LLC	LAZ Go Pay. Park. Easy	5,413,298	11/03/2015		02/27/2018
LAZ Karp Associates, LLC	LAZ Fly Airport Parking and Design	5,254,051	06/03/2016		08/01/2017
LAZ Karp Associates, LLC	Valet Parking Service and Design	5,127,218	03/18/2016		01/24/2017