

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM503407

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Auto Driveway Systems LLC		12/21/2018	Limited Liability Company: DELAWARE
Auto Driveway Franchise Systems, LLC		12/21/2018	Limited Liability Company: MICHIGAN
J&J Driveway Systems, LLC		12/21/2018	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Plexus Fund IV-A, L.P.
<b>Street Address:</b>	4242 Six Forks Road
<b>Internal Address:</b>	Suite 950
<b>City:</b>	Raleigh
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27609
<b>Entity Type:</b>	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3160871	AD
Registration Number:	1513080	
Registration Number:	1518332	AUTO DRIVEAWAY CO.
Registration Number:	0946023	AUTO DRIVEAWAY
Registration Number:	0917907	DRIVEAWAY SERVICE
Registration Number:	0851211	AUTO DRIVEAWAY
Serial Number:	87006454	AUTO DRIVEAWAY
Serial Number:	87006463	AUTO DRIVEAWAY
Serial Number:	87006470	AUTO DRIVEAWAY

**CORRESPONDENCE DATA**

Fax Number: 9198216800

*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: 919-838-2034

OP \$240.00 3160871

**Email:** pkarmire@smithlaw.com  
**Correspondent Name:** Smith Anderson Law / Perky L. Karmire  
**Address Line 1:** 150 Fayetteville Street  
**Address Line 2:** Suite 2300  
**Address Line 4:** Raleigh, NORTH CAROLINA 27601

**NAME OF SUBMITTER:** Perky L. Karmire

**SIGNATURE:** /Perky L. Karmire/

**DATE SIGNED:** 12/26/2018

**Total Attachments: 5**

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**THIS TRADEMARK SECURITY AGREEMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL SENIOR INDEBTEDNESS, AS DEFINED IN THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF DECEMBER 21, 2018 AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME (THE “SUBORDINATION AGREEMENT”), TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE SUBORDINATION AGREEMENT.**

**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2018 (this “Agreement”), is made by Auto Driveaway Systems LLC, a Delaware limited liability company (“ADS”), Auto Driveaway Franchise Systems, LLC, a Michigan limited liability company (“ADS Franchise”), and J&J Driveaway Systems, LLC, a Delaware limited liability company (“J&J” and together with ADS, ADS Franchise, and together with each Person joined to the Purchase Agreement (as defined herein) as a borrower from time to time, collectively, the “Grantors” and each, individually, a “Grantor”), in favor of PLEXUS FUND IV-A, L.P., a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the ratable benefit of itself and the other Purchasers from time to time party to the Purchase Agreement (as defined below).

**WHEREAS**, the Grantors, the Collateral Agent, and the Purchasers from time to time party thereto have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Purchase Agreement”);

**WHEREAS**, in connection with the Purchase Agreement, the Grantors have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent for the benefit of the Collateral Agent and the Purchasers; and

**WHEREAS**, the Purchase Agreement requires the Grantors to execute and deliver this Agreement;

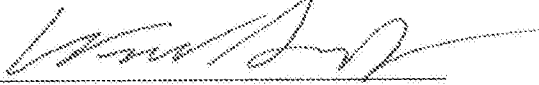
**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Purchase Agreement, each Grantor hereby agrees as follows:

**Section 1 Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

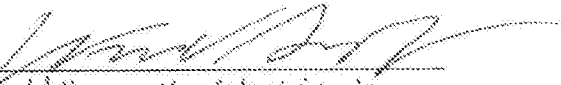
**Section 2 Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to the Collateral Agent for the benefit of the Collateral Agent and the Purchasers, and grants to the Collateral Agent for the benefit of the Collateral Agent and the Purchasers a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

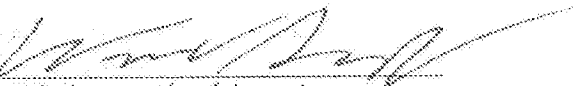
**AUTO DRIVEAWAY SYSTEMS, LLC**

By:   
Name: William V. Galatris, Jr.  
Title: Manager

**AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC**

By:   
Name: William V. Galatris, Jr.  
Title: Manager

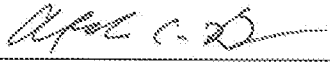
**J&J DRIVEAWAY SYSTEMS, LLC**

By:   
Name: William V. Galatris, Jr.  
Title: Manager

[Signature Page to Trademark Security Agreement]

PLEXUS FUND IV-A, L.P., in its capacity as Collateral Agent

By: Plexus Fund IV GP I, LLC  
Its: General Partner






By:   
Name: Alexander C. Bean  
Title: Manager

[Signature Page to Trademark Security Agreement]




**SCHEDULE I**

**Trademarks**

**Registered Trademarks**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Auto Driveaway Franchise Systems, LLC	<p align="center"><b>AD</b></p> 	10/17/2006	3160871
Auto Driveaway Franchise Systems, LLC	<p align="center"><b>CLOVERLEAF DESIGN</b></p> 	11/15/1988	1513080
Auto Driveaway Franchise Systems, LLC	<p align="center"><b>AUTO DRIVEAWAY CO. and Design</b></p> 	12/27/1988	1518332
Auto Driveaway Franchise Systems, LLC	<b>AUTO DRIVEAWAY</b>	10/24/1972	946023
Auto Driveaway Franchise Systems, LLC	<p align="center"><b>DRIVEAWAY SERVICE and Map Design</b></p> 	8/3/1971	917907
Auto Driveaway Franchise Systems, LLC	<p align="center"><b>AUTO DRIVEAWAY and Design</b></p> 	6/18/1968	851211

**Trademark Applications**

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Auto Driveway Franchise Systems, LLC	<b>AUTO DRIVEAWAY and Design</b> 	4/19/2016	87/006454
Auto Driveway Franchise Systems, LLC	<b>AUTO DRIVEAWAY and Design</b> 	4/19/2016	87/006463
Auto Driveway Franchise Systems, LLC	<b>AUTO DRIVEAWAY and Design</b> 	4/19/2016	87/006470