

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blinker Inc.		02/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GMIT Lending Company, LLC		
Street Address:	4643 South Ulster Street		
Internal Address:	Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4748749	BLINKER	
Registration Number:	4748750	BLINKER	
Registration Number:	5060954	B	
Registration Number:	5392685	TAKE THE WHEEL	
CORRESPONDENCE DATA			
Fax Number:	3123606000		
<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>			
Email:	trademarks@freeborn.com		
Correspondent Name:	Andrew L. Goldstein		
Address Line 1:	311 S. Wacker Drive		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Andrew L. Goldstein		
SIGNATURE:	/ALG/		
DATE SIGNED:	02/18/2019		
Total Attachments: 7			
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JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT

This JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of February 6, 2019 by **BLINKER INC.**, a Delaware corporation (the “*Grantor*”), to, and in favor of, **GMIT LENDING COMPANY, LLC**, a Colorado limited liability company (together with its successors and assigns, the “*Administrative Agent*”), as administrative agent for the Holders (as defined below).

RECITALS:

A. Pursuant to that certain Junior Secured Promissory Note and Warrant Purchase Agreement, dated as of February 6, 2019 (the “*Purchase Agreement*”), Grantor previously sold, executed and delivered certain Junior Secured Promissory Notes (individually and collectively, and as the same may be amended, modified, restated or replaced from time to time, the “*Notes*”) to those certain “purchasers” made a party thereto (such purchasers being referred to herein individually as a “*Holder*” and collectively as the “*Holders*”).

B. Reference is further made to that certain Junior Security Agreement, dated as of February 6, 2019, made by Grantor to, and in favor of, the Administrative Agent, for the benefit of the Holders, (as the same may be amended, modified, restated or replaced from time to time, the “*Security Agreement*”) as additional security for the Notes. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.

NOW, THEREFORE, in consideration of the performance of the terms, covenants, conditions and agreements hereafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant to Administrative Agent, on behalf of the Holders, a continuing security interest in and to all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Patent and Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(a) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof and all goodwill associated therewith;

(b) each patent license, including, without limitation, each patent license listed on Schedule I annexed hereto, together with all goodwill associated therewith;

(c) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof, and all goodwill associated therewith;

(d) each trademark license, including without limitation, each trademark license listed on Schedule I annexed hereto, together with all goodwill associated therewith; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent or trademark, including, without limitation, any patent or trademark referred to in Schedule I annexed hereto, any patent issued pursuant to a patent application or trademark issued pursuant to a trademark application referred to in Schedule I, and any patent licensed under any patent license, or any trademark licensed under any trademark license, listed on Schedule I annexed hereto.

2. Further, the Liens (as such term is used and defined in the Security Agreement) granted pursuant to this Agreement are in conjunction with the Liens granted to Administrative Agent, on behalf of the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent, on behalf of the Holders, with respect to the Liens in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or in pdf format shall be equally effective as delivery of an original executed counterpart.

4. This Agreement is made for collateral security purposes only. This Agreement shall create a Lien in and to the Patent and Trademark Collateral and shall terminate upon final payment and performance in full of the Obligations and termination of all of the Notes, the Security Agreement and the other Loan Documents. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Administrative Agent shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Administrative Agent's Lien, on behalf of the Holders, in and to the Patent and Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent, on behalf of the Holders, pursuant to this Agreement and/or the Security Agreement.

5. The headings of Sections and Subsections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words and terms used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof and the term "including" herein shall mean including without limitation, or including but not limited to, and shall not be deemed to create an exclusive reference. Any reference to a particular agreement shall, unless the context specifically require otherwise, refer to and include any future modification, amendments, restatements or replacements of such agreement.

6. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Delaware without regard to the choice or conflict of law principles or rules that may cause the application of the laws of any jurisdiction other than those of the State of Delaware. The parties hereby irrevocably agree that: (a) any action or proceeding arising out of or relating to this Agreement and/or any of the other Loan Documents shall be commenced in any court of competent jurisdiction in the State of Delaware, or in the United States District Court for the District of Delaware; (b) summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by registered mail as provided in this Agreement, or as otherwise provided under the laws of the State of Delaware; (c) to the fullest extent permitted by law, such party waives any objection he/she/it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and (d) to the fullest extent permitted by law, such party hereby waives its right to a jury trial for any claims that may arise out of this Agreement and/or any of the other Loan Documents.

7. Notwithstanding anything to the contrary herein, all parties hereto expressly acknowledge and agree as follows (with such capitalized terms having the respective meaning ascribed thereto in the Security Agreement):

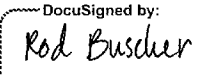
(a) this Agreement shall, at all times while any of the Senior Loans remains outstanding, be subordinate and junior to any and all Liens now or hereafter granted to (or otherwise for the benefit of) the Senior Lenders (or any of them) as security for the Senior Loans (or any of them), including any and all Liens now or hereafter granted to (or otherwise for the benefit of) the Senior Lenders under the Senior Security Agreements and/or any of the other Senior Loan Documents; and

(b) Grantor expressly covenants and agrees to pay, or see to the payment of, the Senior Loans and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any of the Senior Loan Documents.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT as of the date set forth above.

GRANTOR: **BLINKER INC.**, a Delaware corporation

By: 
Rodney Buscher, Chief Executive Officer

ADMINISTRATIVE AGENT: **GMIT LENDING COMPANY, LLC**, a Colorado Limited liability company

By: _____
Gary Magness, Authorized Signatory

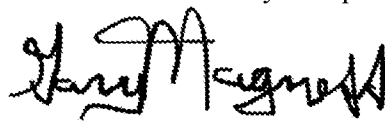
Signature Page to Junior Patent and Trademark Security Agreement

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GRANTOR: **BLINKER INC.**, a Delaware corporation

By: _____
Rodney Buscher, Chief Executive Officer

ADMINISTRATIVE AGENT: **GMIT LENDING COMPANY, LLC**, a
Colorado Limited liability company

By: 
Gary Magness, Authorized Signatory

Signature Page to Junior Patent and Trademark Security Agreement

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TRADEMARK
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SCHEDULE I
TO
JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT
DATED AS OF FEBRUARY 6, 2019

• **BLINKER INC. PATENTS AND PATENT APPLICATIONS**

Utility Patent Applications - Method and System For:	Date Filed	Application Number	Date Issued	Patent No.
Recovering License Plate Information From an Image	02/03/15	14/613323	N/A	N/A
Recovering a Vehicle Identification Number From an Image	05/19/15	14/716445	02/07/17	9,563,814
Recovering a Vehicle Value From an Image	05/19/15	14/716651	03/07/17	9,589,201
Receiving Listings of Similar Vehicles From an Image	05/19/15	14/716694	03/14/17	9,594,971
Receiving an Insurance Quote From an Image	05/19/15	14/716754	03/07/17	9,589,202
Receiving a Financing Offer From an Image	05/19/15	14/716793	N/A	N/A
Receiving a Refinancing Offer From an Image	05/19/15	14/716810	02/13/18	9,892,337
Receiving Car Parts Data From an Image	05/19/15	14/716702	03/21/17	9,600,733
Receiving a Location of a Vehicle Service Center From an Image	05/19/15	14/716721	01/31/17	9,558,419
Verifying Vehicle Ownership From an Image	05/19/15	14/716743	10/03/17	9,779,318
Obtaining a Vehicle History Report From an Image	05/19/15	14/716771	09/12/17	9,760,776
Receiving Vehicle Information From an Image and Posting the Vehicle Information to a Website	05/19/15	14/716808	09/05/17	9,754,171
Receiving A Broadcast Radio Service Offer From an Image	05/19/15	14/716826	09/26/17	9,773,184
Providing Loan Verification Services From an Image	05/19/15	14/716738	03/28/17	9,607,236
Receiving Recall Information from an Image	01/12/16	14/994100	N/A	N/A
System and Method for Electronic Processing of Vehicle Transactions Based on Image Detection of Vehicle License Plate	11/29/16	15/363960	03/28/17	9,818,154
Blocking Information From an Image	06/07/17	15/616823	N/A	N/A

Schedule 1

4712106v2/31283-0004

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Continuation - Recovering License Plate Information From an Image	06/20/18	16/013,768	N/A	N/A
Continuation - Receiving a Location of a Vehicle Service Center From an Image	01/30/17	15/419846	10/15/18	N/A
Continuation - Recovering a Vehicle Identification Number From an Image	01/30/17	15/427001	N/A	N/A
Continuation - Recovering a Vehicle Value From an Image	03/06/17	15/451399	N/A	N/A
Continuation - Receiving Listings of Similar Vehicles From an Image	03/10/17	15/455482	N/A	N/A
Continuation - Receiving an Insurance Quote From an Image	03/06/17	15/451393	09/27/18	N/A
Continuation - Providing Loan Verification From an Image	03/22/17	15/466634	N/A	N/A
Continuation – Obtaining a Vehicle History Report From an Image	08/21/17	15/681,682	N/A	N/A
Continuation – Receiving Vehicle Information From Image and Posting The Vehicle Information To A Website	08/21/17	15/681,798	N/A	N/A
Continuation – Receiving A Broadcast Radio Service Offer From An Image	09/22/17	15/713,458	N/A	N/A
Continuation – Verifying Vehicle Ownership From an Image	09/22/17	15/713,413	N/A	N/A
International Filing - System and Method for Electronic Processing of Vehicle Transactions Based on Image Detection of Vehicle License Plate	11/29/17	PCT/US2017/063755	N/A	N/A
Continuation – Receiving A Refinancing Offer From An Image	01/25/18	15/880,361	N/A	N/A

• **BLINKER INC. TRADEMARKS AND TRADEMARK APPLICATIONS**

1. Nos. 4,748,749 and 4,748,750 for the word mark “BLINKER”
2. No. 5,060,954 for the literal element of the stylized letter “B” with an arrow forming the center.
3. No. 5,392,685 for the phrase “Take the Wheel.”