

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HT IP LLC		03/01/2019	Limited Liability Company: DELAWARE
Imperial Parking (U.S.), LLC		03/01/2019	Limited Liability Company: DELAWARE
Republic Parking System, LLC		03/01/2019	Limited Liability Company: TENNESSEE
Republic Parking Northwest, LLC		03/01/2019	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86613941	HANG TAG	
Registration Number:	1518209	REPUBLIC PARKING SYSTEM	
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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	03/01/2019		

CH \$65.00 86613941

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2019 (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 for 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 Joinder Agreement, dated as of March 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Joinder Agreement**”) pursuant to which the Grantors (i) have become parties to the 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**”) and (ii) 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.

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

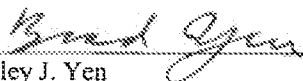
GRANTORS:

HT IP LLC

REPUBLIC PARKING SYSTEM, LLC (f/k/a
REPUBLIC PARKING SYSTEM INC.)

REPUBLIC PARKING NORTHWEST, LLC
(f/k/a REPUBLIC PARKING NORTHWEST,
INC.)

IMPERIAL PARKING (U.S.), LLC (f/k/a
IMPERIAL PARKING (U.S.), INC.)

By: 
Name: Bradley J. Yen
Title: Senior Vice-President Finance and
Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006579 FRAME: 0901

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION, as the Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

TRADEMARKSTrademark Registrations and Applications

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
USA	Hang Tag (design only)	(86613941)	(29 Apr 15)	HT IP LLC
Canada	HANGTAG	TMA988,536	15 Jan 18	HT IP LLC
Canada	HANGTAG and Design	TMA988,537	15 Jan 18	HT IP LLC
USA	Republic Parking System	1518209	27 Dec 88	Republic Parking System, LLC
Washington (US State)	Republic Parking System and Design	56782	02 Jun 87	Republic Parking Northwest, Inc.
Ohio (US State)	Republic Parking System and Design	2232817	23 Sep 13	Republic Parking System Inc.
Ohio (US State)	IMPARK	1171029	21 Jul 00	Imperial Parking (U.S.), Inc.
Ohio (US State)	IMPERIAL PARKING	1817304	07 Nov 08	Imperial Parking (U.S.), Inc.
Utah (US State)	REPUBLIC PARKING SYSTEM & design	2514645	29 Jan 87	Republic Parking System LLC
Wisconsin (US State)	IMPARK	N/A	26 Apr 00	Imperial Parking (U.S.), Inc.
Wisconsin (US State)	IMPERIAL PARKING	N/A	26 Apr 00	Imperial Parking (U.S.), Inc.