

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Automotive Hospitality Services, Inc.		03/29/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Hark Capital II, LP		
Street Address:	712 Fifth Avenue		
Internal Address:	49th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5653861	PINNACLE AUTOMOTIVE	
Registration Number:	5653855	PINNACLE AUTOMOTIVE	
Registration Number:	4710695		
Registration Number:	4710693	PINNACLE	
Registration Number:	4706733	PINNACLE	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	(303) 291-2300		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Alexander J.A. Garcia / Perkins Coie LLP		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	110496-4000		
NAME OF SUBMITTER:	Alexander J.A. Garcia		
SIGNATURE:	/Alexander Garcia/		

OP \$140.00 5653861

DATE SIGNED:	04/01/2019
Total Attachments: 2 source=Hark - Pinnacle - Loan and Security Agreement#page1.tif source=Hark - Pinnacle - Loan and Security Agreement#page2.tif	

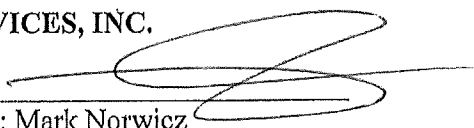
**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, Pinnacle Automotive Hospitality Services, Inc., a Florida corporation (the "Pledgor") is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of March 29 __, 2019, in which, among other things, the Pledgor has agreed with Hark Capital II, LP, as Lender (the "Lender"), with offices at 712 Fifth Avenue, 49th Floor, New York, NY 10019, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Lender a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Lender under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

**PINNACLE AUTOMOTIVE HOSPITALITY
SERVICES, INC.**

By: 
Name: Mark Norwicz
Title: Chief Financial Officer

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Pinnacle Automotive Hospitality Services, Inc.	 Pinnacle Automotive	5,653,861	USA	January 15, 2019
Pinnacle Automotive Hospitality Services, Inc.	Pinnacle Automotive	5,653,855	USA	January 15, 2019
Pinnacle Automotive Hospitality Services, Inc.		4,710,695	USA	March 31, 2015
Pinnacle Automotive Hospitality Services, Inc.		4,710,693	USA	March 31, 2015
Pinnacle Automotive Hospitality Services, Inc.	PINNACLE	4,706,733	USA	March 24, 2015

PATENT AND PATENT APPLICATIONS

None.