

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525835

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement - First Lien		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Autodata, Inc.		05/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	20 King Street West		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2459440	CHROME	
<b>Registration Number:</b>	2461319	CHROME	
<b>Registration Number:</b>	2503037	CHROME CARBOOK	
<b>Registration Number:</b>	5035199	CHROME DATA	
<b>Registration Number:</b>	2600433	PC CARBOOK	
<b>Registration Number:</b>	2586979	SALESPRO	
<b>Registration Number:</b>	2477938	THE CHROME STANDARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	045777-0133		

CH \$190.00 2459440

<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	05/31/2019
<b>Total Attachments: 6</b> source=Audi - 1L Trademark Security Agreement#page1.tif source=Audi - 1L Trademark Security Agreement#page2.tif source=Audi - 1L Trademark Security Agreement#page3.tif source=Audi - 1L Trademark Security Agreement#page4.tif source=Audi - 1L Trademark Security Agreement#page5.tif source=Audi - 1L Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of May 30, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of ROYAL BANK OF CANADA, acting through one or more of its branches or any Affiliate thereof (“*Royal Bank*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BOOST INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company (“*Holdings*”), PROJECT BOOST PURCHASER, LLC, a Delaware limited liability company (“*Borrower*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Royal Bank, as administrative agent and Collateral Agent, entered into that certain Senior Secured First Lien Credit Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of May 30, 2019 made by the grantors party thereto from time to time to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Collateral*”), whether now existing or hereafter arising or acquired from time to time:

the Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;

all renewals and extensions of any of the foregoing;

all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, and the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

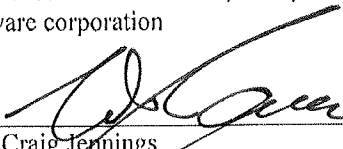
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

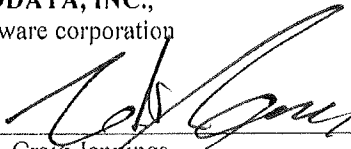
**AUTODATA SOLUTIONS, INC.,**  
a Delaware corporation

By:   
Name: Craig Jennings  
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**AUTODATA, INC.,**  
a Delaware corporation

By:   
Name: Craig Jennings  
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

**ROYAL BANK OF CANADA,**  
as Collateral Agent,

By:  \_\_\_\_\_

Name     Susan Khokher  
Title:    Manager, Agency

[Signature Page to First Lien Trademark Security Agreement]

**SCHEDULE A**

**TRADEMARKS:**

<b>Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Country</b>
Autodata Solutions, Inc.	UNITYWORKS!	2735579	USA
AutoData, Inc.	CHROME	2459440	USA
AutoData, Inc.	CHROME (Stylized)	2461319	USA
AutoData, Inc.	CHROME CARBOOK	2503037	USA
AutoData, Inc.	CHROME DATA	5035199	USA
AutoData, Inc.	PC CARBOOK	2600433	USA
AutoData, Inc.	SALESPRO	2586979	USA
AutoData, Inc.	THE CHROME STANDARD (and design)	2477938	USA