

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531845

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Group 1 Automotive, Inc.		06/27/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	13010 SW 68th Parkway		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97223		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5152505	ACCELERIDE	
<b>Registration Number:</b>	1859033	BOB HOWARD AUTOMALL	
<b>Registration Number:</b>	4385826	GP1 COLLISION CENTERS CC	
<b>Registration Number:</b>	4926508	GROUP 1 AUTOMOTIVE	
<b>Registration Number:</b>	5285327	THE TRADITION CONTINUES	
<b>Registration Number:</b>	5286376	UNSEAL YOUR DEAL	
<b>Registration Number:</b>	5499600	VAL-U-LINE	
<b>Serial Number:</b>	88263937	FEEL CONFIDENT ON THE ROAD OF LIFE	
<b>Serial Number:</b>	88302802	STERLING MCCALL	
<b>Serial Number:</b>	88473621	VAL-U-LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>	314-552-6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Jennifer A. Visintine		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 2:</b>	Thompson Coburn LLP		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		

CH \$265.00 5152505

<b>NAME OF SUBMITTER:</b>	Jennifer A. Visintine
<b>SIGNATURE:</b>	/jennifer a. visintine/
<b>DATE SIGNED:</b>	07/15/2019
<b>Total Attachments: 4</b> source=trademark security agreement#page1.tif source=trademark security agreement#page2.tif source=trademark security agreement#page3.tif source=trademark security agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 27, 2019, is made by **Group 1 Automotive, Inc.**, a Delaware corporation ("Granting Party"), in favor of **U.S. Bank National Association**, a national banking association, as Administrative Agent (in such capacity, together with its successors and assigns, "Agent") for the benefit of the Lenders pursuant to that certain Eleventh Amended and Restated Revolving Credit Agreement dated as of June 27, 2019 by and among Granting Party, the other borrowers thereto, and the Lenders named therein (as the same may be further amended, modified, supplemented or replaced from time to time, the "Credit Agreement").

### PRELIMINARY STATEMENT:

WHEREAS, Granting Party, certain other "Debtors" (as defined therein) and Agent are parties that certain Amended and Restated Security Agreement dated as of June 27, 2019 (as the same may be further amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement (including, without limitation, capitalized terms incorporated by reference into the Security Agreement from the Credit Agreement or otherwise); and

WHEREAS, in furtherance of the obligations of the Agent under the Security Agreement and in order to record the security interest in certain intellectual property of Granting Party granted to the Agent therein, the Agent has required Granting Party to execute and deliver this Agreement for filing in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agree with Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Obligations, Granting Party hereby grants to the Agent, for and on behalf of and for the benefit of itself and each of the other Lenders, a security interest in and continuing lien on, its right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all trademarks, trademark registrations, trademark applications, service marks, service mark registrations and service mark applications, trade names, trade styles, corporate names, company names, business names, fictitious business names, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired and (i) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (ii) all rights to income, royalties, profits, damages and other rights relating to said trademarks and service marks, including the right to sue for past, present or future infringement; and (iii) any other rights and benefits relating to said trademarks and service marks including any rights as a licensor or licensee of said trademark and service marks ("Trademarks"), including but not limited to those U.S. registered trademarks listed on Exhibit A attached hereto and incorporated herein by this

reference; provided, however, notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Agreement attach to, and the Trademarks shall not include, any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark.

SECTION 2. Governing Document. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Agent with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AS MORE FULLY SET FORTH IN SECTION 7.04 OF THE SECURITY AGREEMENT (WHICH SECTION 7.04 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, Granting Party 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.

**GRANTING PARTY:**

**GROUP 1 AUTOMOTIVE, INC.,** a Delaware corporation

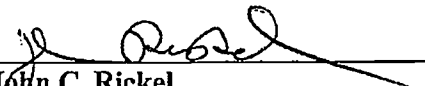
By:   
\_\_\_\_\_  
**John C. Rickel**  
**Senior Vice President**

Exhibit A

U.S. Trademark Registrations and Applications

Trademarks	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status
Acceleride	02-28-2017	5,152,505	Group 1 Automotive, Inc.	Registered
Bob Howard Automall	10-18-1994	1,859,033	Group 1 Automotive, Inc.	Registered
GP1 Collision Centers CC (Stylized)	8-20-2013	4,385,826	Group 1 Automotive, Inc.	Registered
Group 1 Automotive	03-29-2016	4,926,508	Group 1 Automotive, Inc.	Registered
The Tradition Continues	09-12-2017	5,285,327	Group 1 Automotive, Inc.	Registered
Unseal Your Deal	09-12-2017	5,286,376	Group 1 Automotive, Inc.	Registered
Val-U-Line	06-19-2018	5,499,600	Group 1 Automotive, Inc.	Registered
Feel Confident on the Road of Life	01-16-2019	88/263,937	Group 1 Automotive, Inc.	Application
Sterling McCall	02-15-2019	88/302802	Group 1 Automotive, Inc.	Application
Val-U-Line	06-14-2019	88/473621	Group 1 Automotive, Inc.	Application