

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motors Acceptance Corporation		08/23/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Source Capital Credit Opportunities Fund III, LP		
Street Address:	75 14th Street NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4194477	MOTORMAX	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	423.682.6267		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Jimar Sanders		
Address Line 1:	c/o Waller Lansden Dortch & Davis		
Address Line 2:	633 Chestnut Street, Suite 1400		
Address Line 4:	Chattanooga, TENNESSEE 37450		
ATTORNEY DOCKET NUMBER:	034739.97539		
NAME OF SUBMITTER:	Jimar Sanders		
SIGNATURE:	/JIMAR SANDERS/		
DATE SIGNED:	08/26/2019		
Total Attachments: 2			
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source=Source Capital - Motors Acceptance Corporation - Memorandum-Security Interest (Trademarks)#page2.tif			

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MEMORANDUM OF SECURITY AGREEMENT
(TRADEMARK)

Pursuant to a Loan and Security Agreement dated August 23, 2019, as amended from time to time (the "Loan Agreement"), Motors Acceptance Corporation, a Georgia corporation (the "Pledgor"), has granted to Source Capital Credit Opportunities Fund III, LP, a Delaware limited partnership (the "Secured Party"), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Loan Agreement), including the trademark applications listed on the annexed Schedule 1, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be terminated only in accordance with the terms of the Loan Agreement.

Dated: August 23, 2019

PLEDGOR:

MOTORS ACCEPTANCE CORPORATION, a
Georgia corporation

By: _____

Title: _____



President

SCHEDULE 1

TRADEMARK

<u>TRADEMARK</u>	<u>OWNER</u>	<u>STATUS</u>	<u>SERIAL No.</u>
MotorMax	Motors Acceptance Corporation	Registered	85514171