

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Auto Brands Intermediate, LLC		09/06/2019	Limited Liability Company: DELAWARE
Auto Brands Purchaser, LLC		09/06/2019	Limited Liability Company: DELAWARE
Text to Drive		09/06/2019	Corporation: COLORADO
CSB Technologies, Inc.		09/06/2019	Corporation: NEVADA
San Jose Solutions, LLC		09/06/2019	Limited Liability Company: CALIFORNIA
360 Payment Solutions, LLC		09/06/2019	Limited Liability Company: CALIFORNIA
AutoServ1 Inc.		09/06/2019	Corporation: D.C.
Circle Industries and Technologies, Inc.		09/06/2019	Corporation: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	3003 Tasman Drive
<b>Internal Address:</b>	HF 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4487261	AUTOSERVE1
<b>Registration Number:</b>	2010089	ANIMATION
<b>Registration Number:</b>	3099865	OMNIQUE
<b>Serial Number:</b>	88361007	
<b>Serial Number:</b>	88360993	TEXT2DRIVE
<b>Serial Number:</b>	88432094	SHOP BOSS
<b>Serial Number:</b>	87876986	SHOPBOSSPRO
<b>Serial Number:</b>	77488306	CREATING TRUST AT THE POINT OF DECISION

**TRADEMARK**

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 800-494-5225  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Vermont Ave NW, Ste 1130  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1126915 TM
<b>NAME OF SUBMITTER:</b>	JUDI EHRLICH
<b>SIGNATURE:</b>	/JUDI EHRLICH/
<b>DATE SIGNED:</b>	09/09/2019

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 6, 2019, by and between the Grantors listed on the signature page hereto (each, a “*Grantor*” and, collectively, the “*Grantors*”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

### RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to certain Grantors (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **AUTO BRANDS INTERMEDIATE, LLC**, a Delaware limited liability company (“*Holdings*”), **AUTO BRANDS PURCHASER, LLC**, a Delaware limited liability company (the “*Borrower*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and certain Grantors under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and such other Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without

limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.


THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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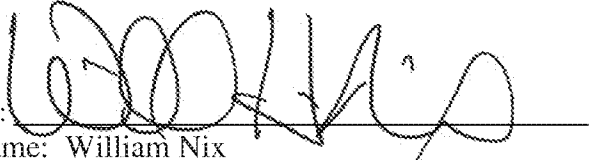
**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantors:

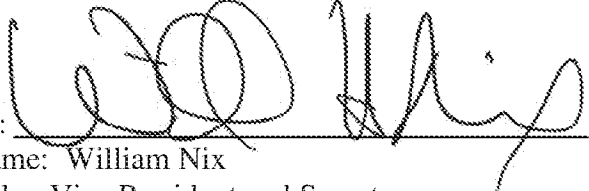
**AUTO BRANDS INTERMEDIATE, LLC**

By:   
Name: William Nix  
Title: Vice President and Secretary

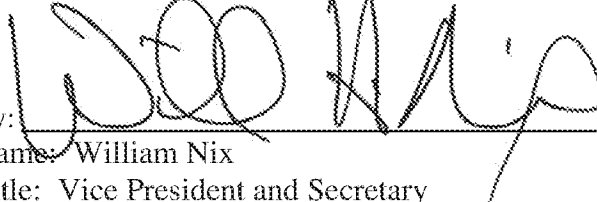
**AUTO BRANDS PURCHASER, LLC**

By:   
Name: William Nix  
Title: Vice President and Secretary

**TEXT TO DRIVE**

By:   
Name: William Nix  
Title: Vice President and Secretary

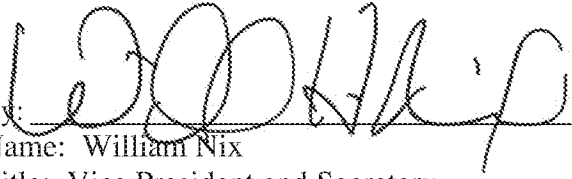
**CSB TECHNOLOGIES, INC.**

By:   
Name: William Nix  
Title: Vice President and Secretary

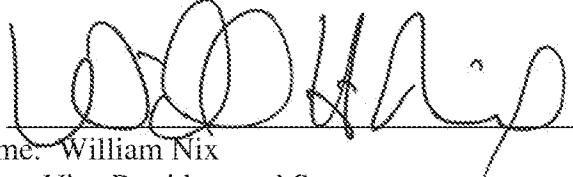
**SAN JOSE SOLUTIONS, LLC**

By:   
Name: William Nix  
Title: Vice President and Secretary

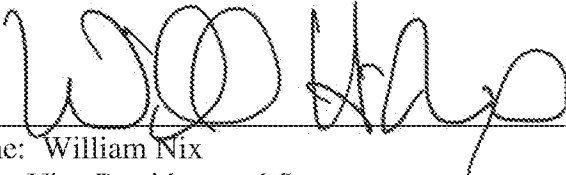
**360 PAYMENT SOLUTIONS, LLC**

By:   
Name: William Nix  
Title: Vice President and Secretary

**AUTOSERVE1 INC.**


By:   
Name: William Nix  
Title: Vice President and Secretary

**CIRCLE INDUSTRIES AND TECHNOLOGIES, INC.**

By:   
Name: William Nix  
Title: Vice President and Secretary

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK,**  
as the Administrative Agent

By:   
Name: John S. Jones  
Title: Director

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**  
**COPYRIGHTS**

Registered Copyrights

<b>Loan Party</b>	<b>Work of Authorship</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
AutoServe1 Inc.	Gemini automotive care.	U.S	VA0001704778	09-14-09
	Saitech Interactive Learning Center - Automotive Module.	U.S	VA0001674821	11-10-2008
	Walmart Tire and Lube Express.	U.S	VA0001704432	09-14-09
Circle Industries and Technologies, Inc.	Omniqye auto repair shops management system	U.S.	TX0006257915	07-18-2005

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyrights Applications Licensed

None.



**EXHIBIT B**

**PATENTS**

Issued Patents

None.

Patent Applications

None.

Issued Patents and Pending Patent Applications Licensed

None.

**EXHIBIT C**

**TRADEMARKS**

Registered Trademarks

<b>Loan Party</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
AutoServe1 Inc.	AUTOSERVE1	U.S	4,487,261	02-25-2014
	ANIMATION	U.S	2,010,089	10-22-1996
	AUTOSERVE1	Canada	1609077 TMA880949	06-27-2014
	CREATING TRUST AT THE POINT OF DECISION	Canada	1388138 TMA741255	06-02-2009
	ANIMATION	Canada	0700217 TMA411257 (cancelled)	04-04-1993
Circle Industries and Technologies, Inc.	OMNIQUE	U.S.	3,099,865	06-06-2006

Pending Trademark Applications

<b>Loan Party</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Filing Date</b>
Text to Drive		U.S.	88361007	03-28-2019
	TEXT2DRIVE	U.S.	88360993	03-28-2019
CSB Technologies, Inc.	SHOP BOSS	U.S.	88432094	05-15-2019
	SHOP BOSS PRO	U.S.	87876986	04-13-2018
AutoServe1 Inc.	CREATING TRUST AT THE POINT OF DECISION	U.S	77/488,306 (abandoned)	06-02-2008
	MAKING SERVICE EASIER TO SELL	Canada	1260918 (abandoned)	06-13-2005
	AUTODRIVE	Canada	1260920 (abandoned)	06-13-2005

Registered Trademarks and Pending Trademark Applications Licensed

<b>Loan Party</b>	<b>Licensee</b>	<b>Name and Date of License Agreement</b>	<b>Description of Licensed Intellectual Property Rights</b>
CSB Technologies, Inc.	Dynamic Ventures, Inc.	Consulting Services Agreement dated as of August 16, 2016	OBO integration tool
	Pilgrim Operations, LLC	Master Tradeout Agreement dated as of January 16, 2017	Garage Rehab TV sponsorship
AutoServe1 Inc.	MAM Software, Inc.	Software License and Reseller Agreement dated October 28, 2016	Source Code Agreement

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