

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543315

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
America's Car Mart, Inc.		07/19/2019	Corporation: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2941129	CAR-MART COMMITTED TO YOU!	
<b>Registration Number:</b>	2941128	AMERICA'S CAR-MART	
<b>Registration Number:</b>	2941130	AMERICA'S CAR-MART	
<b>Registration Number:</b>	2755300	AUTOMOBILE LOAN INFORMATION SYSTEM	
<b>Registration Number:</b>	3186636	AMERICA'S CAR-MART DRIVE EASY	
<b>Registration Number:</b>	2861739	AUTOMOBILE LOAN INFORMATION SYSTEM	
<b>Registration Number:</b>	5400464	AMERICA'S CAR-MART DRIVE EASY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295819		
<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>	3122883586		
<b>Email:</b>	CLS-ResultsChicagoUCC@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm Brown		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Melanie A. Fagan		
<b>SIGNATURE:</b>	/Melanie A. Fagan/		
<b>DATE SIGNED:</b>	10/01/2019		

OP \$190.00 2941129

**Total Attachments: 5**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

America's Car Mart, Inc.

- Individual(s)
- Partnership
- Corporation- State: Arkansas
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 19, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A.

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship United States
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
See Schedule A attached to the Grant of a Security Interest Trademarks

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Schedule A attached to the Grant of a Security Interest Trademarks

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Melanie A. Fagan

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3405

Docket Number: \_\_\_\_\_

Email Address: mfagan@chapman.com

**6. Total number of applications and registrations involved:** 7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** 

Signature

Melanie A. Fagan

Name of Person Signing

9/30/2019

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## GRANT OF A SECURITY INTEREST TRADEMARKS

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made as of September 30, 2019, by AMERICA'S CAR MART, INC., an Arkansas corporation ("*Grantor*"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into that certain Third Amended and Restated Loan and Security Agreement, dated as of September 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan and Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Loan and Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "*Collateral*"), to secure the payment, performance and observance of the ACM-TCM Obligations (as defined in the Loan and Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the ACM-TCM Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the ACM-TCM Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

GRANTOR:

AMERICA'S CAR MART, INC., an Arkansas corporation

By: *Vickie D. Judy*  
Name: *Vickie D. Judy*  
Title: *VP & Secretary*

[Signature Page to Grant of a Security Interest Trademarks]

**TRADEMARK**  
**REEL: 006759 FRAME: 0595**

**SCHEDULE A  
TO  
GRANT OF A SECURITY INTEREST**

TRADEMARK	STATUS	FEDERAL REGISTRATION No.	REGISTRATION DATE
CAR-MART COMMITTED TO YOU!	Registered, Active	2941129	4/19/2005
America's CAR-MART	Registered, Active	2941128	4/19/2005
AMERICA'S CAR-MART	Registered, Active	2941130	4/19/2005
Automobile Loan Information System	Registered, Cancelled	2755300	8/26/2003
America's Car-Mart Drive Easy	Registered, Cancelled	3186636	12/19/2006
AUTOMOBILE LOAN INFORMATION SYSTEM	Registered, Cancelled	2861739	7/6/2004
America's Car-Mart Drive Easy	Registered, Active	5400464	2/13/2018