

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auto Approve, LLC		11/07/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	BC Partners Lending Corp.		
Street Address:	650 Madison Avenue		
Internal Address:	Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
Name:	Great Lakes KCAP Funding I, LLC		
Street Address:	650 Madison Avenue		
Internal Address:	Floor 23		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88000326	REFINANCING YOUR VEHICLE HAS NEVER BEEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

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ATTORNEY DOCKET NUMBER:	26286.515006
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	11/07/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 7, 2019, is made by the undersigned (the "Company") to and in favor of BC Partners Lending Corp. and Great Lakes KCAP Funding I, LLC, as co-agents (each individually a "Co-Agent", and collectively referred to as "Agent"), pursuant to that certain ABL Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement), by and among Location Services Holdings, LLC ("Holdings"), Location Services, LLC, LS LPR, LLC and Auto Approve, L.L.C. (collectively, the "Borrowers"), Agent, as co-agents to the lenders thereto and BCP Special Opportunities Fund I Holdings LP, Great Lakes KCAP Funding I, LLC, and BC Partners Lending Corp. (each individual a "Lender" and collectively, "Lenders") and each other Credit Party party thereto.

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders proposes to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent all of its right, title and interest in and to, and granted to the Agent a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Company grant to the Agent a security interest in and a collateral assignment of the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the applicable office or agency of the United States of America, referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent in all of the Company’s right, title and interest in, to and under the following (collectively, the “Property”): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all releases, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) Agent shall not have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Agent promptly in writing

upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent for all expenses, including attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Property, in accordance with the applicable terms and conditions of the Credit Agreement.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

AUTO APPROVE, LLC

By: 
Name: Lee McCarty
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006790 FRAME: 0970

Acknowledged and Agreed by:

GREAT LAKES KCAP FUNDING I, LLC, as Co-Agent

By: Henry H. Wang
Name: Henry Wang
Title: Authorized Signatory

BC PARTNERS LENDING CORP., as Co-Agent

By: Henry H. Wang
Name: Henry Wang
Title: Authorized Signatory

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./ FILING DATE</i>	<i>REG. NO./ REG. DATE</i>	<i>STATUS/ COMMENTS</i>
Refinancing your vehicle has never been easier!	Auto Approve, LLC	88000326/ June 14, 2018	5669709/ February 5, 2019	1A Active